

Business Wi-Fi Management

This Schedule sets out the additional terms and conditions applicable to the Customer's use of the Rogers Business Wi-Fi Management Service (the "**Services**"), details of which are stipulated in the Product Quotation. This Schedule is an attachment to and forms an integral part of the Customer's Rogers for Business Agreement (the "**Agreement**") with Rogers. The Customer agrees to be bound by the terms and conditions set out in the Agreement, which include without limitation this attachment and any other attachments to the Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

1. **Definitions.** The following definitions are used in this Schedule. Any capitalized terms not defined below are defined in the Agreement.
 - 1.1. "**Cloud Portal**" — has the meaning set out in Section 2.6.
 - 1.2. "**Contact Response Time**" — means the period of time period between when the Customer contacts Rogers, and when Rogers acknowledges the Customer inquiry.
 - 1.3. "**Dashboard**" — means the Customer facing summary page for the Cloud Portal.
 - 1.4. "**Emergency Situation**" — means a situation arising from any event which Rogers believes, in its reasonable opinion, requires Rogers to take immediate action to prevent or minimize harm to Rogers' facilities, any Rogers Services, the Wi-Fi Equipment or any property of a third party.
 - 1.5. "**MTunnel**" — has the meaning set out in Section 2.7.
 - 1.6. "**Onsite Technical Support**" — means, if Technical Support determines the impacted Wi-Fi Equipment requires replacement, Rogers will facilitate the replacement of Wi-Fi Equipment and provide Onsite Technical Support as per the below SLO table.
 - 1.7. "**Planned Outage**" — means any interruption to a service for which the Customer has been contacted by Rogers and been made aware in advance of such interruption.
 - 1.8. "**Response Time**" — is the time Rogers will take to respond back to the Customer based on the following definitions and the SLO table in Section 3.2.
 - i) **Priority 1 (Critical)** – There is an outage on the Wi-Fi that is impeding the ability of the Customer to conduct business. The Customer and Rogers will commit any necessary resources 24x7 to resolve the situation.
 - ii) **Priority 2 (High)** – There is an impairment of the Wi-Fi that has degraded the ability of the Customer to conduct business. The Customer and Rogers will commit full-time resources during Business Hours to resolve the situation.
 - iii) **Priority 3 (Medium)** – There is an incident that does not impact the Wi-Fi or the ability of the Customer to conduct business, or there was an incident that has cleared, and the Wi-Fi is fully restored, but root cause needs to be investigated. The Customer and Rogers are willing to commit resources during Business Hours to troubleshoot.
 - iv) **Priority 4 (Low)** – There is an incident that is of no direct impact to the Customer, but still must be handled and worked by Rogers to either filter or capture information on the incident. The Customer and Rogers are willing to commit resources during Business Hours to provide information or assistance.
 - 1.9. "**Technical Support**" — means the technical support team that provides remote technical support to the Customer when contacted through the support line (e.g., telephone, email, instant messaging).
 - 1.10. "**Wi-Fi Equipment**" — means the Customer equipment (whether pre-owned or purchased through Rogers) that is used to enable the Wi-Fi service, such as access points, switches, and firewalls.
2. **Description.** The Wi-Fi Management solution entails Rogers' management of the Customer's Wi-Fi service. Rogers' management activities are further described in this Schedule. Wi-Fi Management will only be provided for Cisco Meraki equipment operating using Rogers Internet Services.
 - 2.1. **Implementation & Support.** The implementation & support services begin after the Customer's requirements have been gathered. Rogers will collect information from the Customer's technical contact,

including system, application, and security requirements in order to determine the scope of the implementation services.

The following services will be performed by Rogers remotely:

- i) Wi-Fi Activation and Onboarding;
- ii) Wi-Fi Incident Management;
- iii) Wi-Fi Problem Management;
- iv) Wi-Fi Change Management;
- v) Wi-Fi Bandwidth and Customer Reporting;
- vi) Managed Firewall Rules.

2.2. **Wi-Fi Activation and Onboarding.** The activation and onboarding service component includes the steps necessary to onboard Wi-Fi onto the monitoring platform. Remote management of the Wi-Fi requires access to specific Wi-Fi Equipment ports and protocols.

2.3. **Wi-Fi Incident.** Rogers will proactively monitor the Customer's Wi-Fi components and support the Customer for incidents which may have adversely affected availability or performance of the managed components (refer to the Service Levels below).

2.4. **Wi-Fi Problem Management.** Rogers will review and analyze incident details to identify pervasive trends, correlate resolutions, and recommend changes to the Customer's Wi-Fi configuration to prevent service incidents.

Customer responsibilities include:

- i) The configuration of Customer applications or the security of those applications. Rogers is only responsible for monitoring the security configuration of the Wi-Fi.
- ii) Managing Customer's third party applications, hardware, or software that are found to be causing issues with the Wi-Fi Equipment.
- iii) Addressing any issues relating to Wi-Fi supported applications, hardware, or software found to be affecting the Wi-Fi performance.

2.5. **Wi-Fi Service Maintenance.** Rogers will manage any required firmware or OS updates, or patches required on the Wi-Fi Equipment. Software patches will be deployed automatically, at a time agreed upon in advance by the parties and confirmed via email notification.

2.6. **Network Bandwidth and Customer Reporting.** Rogers will provide the Customer with a user account to a cloud portal. The portal allows the Customer to monitor their Wi-Fi bandwidth statistics and receive real-time alerts of any incidents (the "**Cloud Portal**").

2.7. **Managed Firewall Rules.** The Cloud Portal provides centralized management, optimization, and monitoring of the firewall rules. In order to manage the firewall through the Cloud Portal, it must be able to communicate with the Cloud Portal over "**Mtunnel**", which is a secure tunnel created between the Wi-Fi Equipment and the Cloud Portal to pass management and reporting traffic.

The Dashboard, which is the Customer-facing application for the Cloud Portal, is located on the public Internet, Mtunnel is always initiated outbound from the managed Wi-Fi Equipment. Once a connection is established, the Wi-Fi Equipment maintains the connection by occasionally sending packets and receiving a response. When a firewall or gateway exists in the data path between the managed Wi-Fi Equipment and Dashboard, certain protocols and port numbers must be permitted outbound through the firewall for Mtunnel to function.

2.8. **Wi-Fi Management Limitations.**

- i) The maximum number of Service Set Identifiers (SSIDs) allowed is five (5) per network (where a network is a collection of users, groups, policies and devices).
- ii) Rogers will only be monitoring the Customer's Wi-Fi Equipment as part of the Wi-Fi Management. Rogers is not responsible for monitoring Customer's LAN infrastructure.
- iii) Wi-Fi Management is only available in conjunction with Rogers Internet Services and Rogers Cable Internet Services.
- iv) All firewall licenses must have the same capability – either all advanced or all standard licenses.

v) All Wi-Fi Equipment must be Cisco Meraki.

2.9. **AP Sizing Guide Considerations.** The number of end-user devices that can be supported per AP is approximately 20 consecutively active devices. There is a limitation to the number of end-user devices that can be connected while receiving an acceptable wireless quality of service to meet device application requirements. This limitation is dependent on the nature and bandwidth requirements of the applications being run on the connected end-user devices.

2.10. **License Renewal.** Rogers will proactively monitor license expiration dates and provide the Customer with a quote for license renewal(s).

2.11. **Customer Responsibilities.** Customer will be responsible for:

- i) Providing valid and applicable serial numbers for all Wi-Fi Equipment problems and issues reported to Rogers or where Customer is seeking information from Rogers in connection with the Wi-Fi Equipment.
- ii) Taking all necessary action to ensure that Rogers has been advised to remove Customer's former employees or agents from the access control list for the Dashboard. Customer is fully liable any damages that result from Customer's failure to ensure that Rogers has been instructed to remove the access of the Customer's former employees and agents.
- iii) Assisting Rogers in troubleshooting failed Wi-Fi Equipment.
- iv) Customer equipment must be Cisco Meraki.
- v) Customer equipment must have valid Meraki license and be registered on the Meraki portal.
- vi) Customer is responsible for the initial Wi-Fi design
- vii) **The Customer is solely responsible for completing and maintaining a backup of all existing data, software, and programs on supported product(s) before and during receipt of the Wi-Fi Management (including telephone support). Rogers WILL HAVE NO LIABILITY FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF SUPPORTED PRODUCT(S) OR NETWORKS.**

3. **Terms and Conditions.**

3.1. **Termination Fees.** If the Customer terminates the Wi-Fi Management for any reason other than for cause as permitted under the Agreement, or if Rogers terminates the Wi-Fi Management for cause as permitted under the Agreement, the Customer shall pay to Rogers, as liquidated damages and not as a penalty, an amount which is equal to the sum of:

- i) fifty percent (50%) of the average monthly charges for the terminated Service(s) (as determined over the previous three months) multiplied by the number of months remaining in the Service Term from the effective date of termination;
- ii) any cost which Rogers must continue to pay to third parties for the remainder of the applicable Service Term as a result of the early termination of the applicable Services that exceeds the amount set out in (i) above, and

On the termination of the Agreement or this Schedule for any reason, all payments required to be made to Rogers by Customer thereunder shall be due and payable immediately.

3.2. **Internet Access.** Wi-Fi Management may only be used in conjunction with Rogers-provided Internet Services. If the Customer terminates its Internet Services with Rogers, it will also be terminating the Wi-Fi Management provided hereunder and subject to any early termination costs that result.

3.3. **Branding.** Each Customer Wi-Fi connection shall be identified by means of a common identifier as reasonably stipulated by Rogers and approved by Customer. Each use of the trademarks and service marks of Customer in connection with Wi-Fi (the "Customer Marks") shall be subject to Customer's prior written approval as to content, context and placement. Each use of the trademarks and service marks of Rogers in connection with Wi-Fi (the "Rogers Marks") shall be subject to Rogers' prior written approval as to content, context, and placement.

3.4. **Third Party Services.** As between Rogers and the Customer, Customer shall have all responsibility for its purchase and/or use of any applications, software, content, data query functions and other services produced, manufactured or performed by third parties for installation on the hardware and/or for use in

connection with the software or Services together with any maintenance and support relating thereto (collectively, "Third Party Services"), whether offered by such third parties, Rogers or a separate third party.

The parties acknowledge that in certain instances where Third Party Services are offered, directly or indirectly, by Rogers, Rogers may invoice Customer with respect to such Third Party Services. Rogers shall have no responsibility hereunder to correct or fix any problems or errors relating to or caused by the installation, configuration, modification or use of any Third Party Services or any components thereof and the installation and/or use of Third Party Services shall be at the sole risk of the Customer

3.5. **Limitations of Services.** Wi-Fi shall be made available to an end-user only when such end-user's authorized 802.11 enabled wireless device (the "End-User Equipment") is in the operating range of the access point device;

Wi-Fi Services may be temporarily refused, interrupted, or limited because of, among other things:

- i) limitations of the router and/or the Internet Services or the failure or degradation of the Internet Services;
- ii) transmission limitations caused by the physical configuration of the Customer location (including, without limitation, any walls, doors or other barriers); equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of Wi-Fi;
- iii) signal interference or disruption from other wireless equipment or radio waves or microwaves (including, without limitation, cordless phones and their base stations and microwave ovens); and
- iv) Wi-Fi Equipment and Rogers Facilities failures beyond the reasonable control of Rogers. Individual data transmissions may be involuntarily delayed for a variety of reasons, including without limitation, weak batteries in the End-User Equipment, system over-capacity, movement outside the service area and gaps in coverage within the service area;

It is possible for third parties to monitor data traffic transmitted as part of Wi-Fi and privacy cannot be guaranteed. The Wi-Fi may cause interference with other equipment using similar frequencies including, without limitation, cordless phones and their base stations.

3.6. **End User Terms.** Where the Customer chooses to offer Wi-Fi access to Customer guests and end-users, the access for guests and end-users must include a requirement for guests and end-users to consent to an end user license agreement ("EULA") substantially similar in form and content to the EULA appended hereto (Appendix "A"). This EULA addresses access to Customer's Wi-Fi network and acknowledges that guests' Wi-Fi activity will be monitored and information from such monitoring will be used for protection of Customer's network, content filtering, and marketing purposes.

4. **Service Levels.**

4.1. **Policy.** The Customer's Wi-Fi Services' performance should meet the applicable metrics set out in the service level tables below.

4.2. **Service Level Objectives.**

4.2.1. **Contact Response and Notification Service Level Objectives.** During the Service Term, Rogers will endeavor to support the Wi-Fi Services in accordance with the Service Level Objectives in Table 1 below.

Table 1 – Service Level Objectives

| SLO Category | Time to Answer | Initial Notification Time | Update Frequency |
|-------------------------------|--|--|--|
| Contact Response Time | 60 seconds by Rogers Technical Support | | n/a |
| Planned Outage Notification | | 48 hours, excluding Emergency Situations | Rogers will notify Customer once Planned Outage is confirmed and scheduled activities to follow. |
| Unplanned Outage Notification | | Initial Response Time | Update Frequency |

| | | | |
|------------|--|----------------|----------------------------------|
| Priority 1 | | 15 minutes | Every 1.5 hour or status change |
| Priority 2 | | 60 minutes | Every 2.5 hours or status change |
| Priority 3 | | 4 hours | Every 12 hours or status change |
| Priority 4 | | 1 Business Day | Every 24 hours or status change |

4.2.2. **Onsite Technical Support Service Level Objectives.** During the Service Term, Rogers will endeavor to support the Wi-Fi in accordance with the Service Level Objectives in Table 2 below. If Rogers determines the Wi-Fi Equipment requires replacement, Rogers will order replacement Wi-Fi Equipment and will meet deploy Onsite Technical Support within the timeframes set out in Table 2 below, depending on the Zone of the location to be supported.

Table 2 – Service Level Objectives for Onsite Technical Support

| Location | On-Site Service Response Time |
|-----------------|----------------------------------|
| Zone 1 | Next Business Day. |
| Zone 2 | Next Business Day. |
| Zone 3 | Next Business Day. |
| Zone 4 (Remote) | Commercially reasonable efforts. |

4.2.3. **Zone Definitions.** Distances are measured from the center of the primary city of the Service Coverage Area:

- i) Zone 1 – Customer Site within 100 kilometres
- ii) Zone 2 – Customer Site within 200 kilometres
- iii) Zone 3 – Customer Site within 300 kilometres
- iv) Zone 4 – Customer Site more than 300 kilometres away

On-Site Service Response Time is measured from the time it is determined that On-Site Support is needed until a Customer Site visit commences.

4.3. **Internet Service Level Agreement.** The Service Levels that pertain to the Internet Services that the Customer purchases in conjunction with Wi-Fi Management will be as set out in the related Schedule for Internet Services. Any unavailability of the Wi-Fi caused by outages or issues with the Internet Services will be excluded from the calculation of the above service levels.

4.4. **Exclusions.** In calculating whether or not Rogers has met the above commitments in any specific month, lack of availability for any of the reasons set out below will not be factored into the calculations:

- i) Degradation of Wi-Fi environment due to Customer design;
- ii) Customer delays including, but not limited to: (i) acts or omissions by the Customer, its agents or vendors; (ii) inaccurate, incomplete or changes to previously accepted orders; (iii) unavailable and/or faulty Customer premises, unavailable and/or faulty facilities necessary for the Wi-Fi;
- iii) during an event of Force Majeure, as described in the Agreement;
- iv) Customer’s failure to materially comply with its obligations as defined in the Agreement, including failure to pay valid past-due amounts; order suspensions due to Customer’s credit worthiness;
- v) during Scheduled Maintenance;
- vi) time attributed to Customer’s delay in responding to Rogers requests for assistance to repair an outage;
- vii) the failure of any Customer maintained equipment and/or Wi-Fi Equipment;
- viii) failures or security breaches caused by improper use, improper care, or damage to Wi-Fi Equipment by the Customer’s employees or a third party;
- ix) failures or security breaches caused by the movement of hardware by the Customer or a third party, electrical and power irregularities, or abnormal use;
- x) failures or security breaches, where a device’s configuration, IOS/Software, or hardware has been modified by the Customer or a third party;
- xi) failures or security breaches caused by undocumented hardware, IOS/Software, or other manufacturer deficiency;
- xii) failures of the Rogers Internet Services or Rogers Cable Internet Services; or

xiii) Failures or issues with end-user devices.

4.5. **General.** Customer must regularly ensure that it has provided Rogers with the current contact information for the Customer's designated technical contacts in order to receive notifications from Rogers.

APPENDIX “A” – END USER LICENSE AGREEMENT ROGERS TERMS OF SERVICE

General

This free Wi-Fi High Speed Internet Service located at facilities owned or operated by the Customer (“**Customer**”), its affiliates or their respective franchisees is being provided by Rogers Communications Canada Inc. and its affiliated companies (“**Rogers**”) (the “**Free Wi-Fi**”). The following terms and conditions (“**Terms of Service**”) set out the duties and responsibilities associated with the use of the Free Wi-Fi. You are solely responsible for all access to and use of the Free-Wi-Fi including any breach of these Terms of Service by you or any user of your device. BY CLICKING YOUR ACCEPTANCE OR BY ACCESSING OR USING THE FREE WI-FI, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM. If you do not agree to these Terms of Service, you may not use or access this Free Wi-Fi. You represent that you have the legal capacity to agree to these Terms of Service, or that your parent(s) or legal guardian(s) have consented to your use of the Free Wi-Fi and accept these Terms of Service on your behalf.

Personal Use Only

You may use the Free Wi-Fi in accordance with the Terms of Service as described herein. You must immediately notify Rogers of any unauthorized use of the Free Wi-Fi or any other security breach. Rogers will give you an IP address each time you access the Free Wi-Fi, and it may change. You may not use the Free Wi-Fi for reselling any aspect of the Free Wi-Fi. Other examples of improper activities include, without limitation:

1. Modifying, adapting, translating, or reverse engineering any portion of the Free Wi-Fi;
2. Attempting to break security, access, tamper with or use any unauthorized areas of the Free Wi-Fi;
3. Attempting to collect or maintain any information about other users of the Free Wi-Fi (including usernames and/or email addresses) or other third parties for unauthorized purposes;
4. Creating or transmitting unwanted electronic communications such as "spam," or bulk commercial messages to other users or otherwise interfering with other users' enjoyment of the Free Wi-Fi;
5. Engaging in any activity that infringes or misappropriates the intellectual property, publicity, privacy or other proprietary rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party, or that is defamatory, objectionable, unlawful or promotes or encourages illegal activity;
6. The transfer of technology, software, or other materials in violation of applicable export laws and regulations;
7. Distribution of any Internet viruses, worms, ping, flooding, mail bombing, denial of service attacks, defects, Trojan horses or other items of a destructive nature;
8. Accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including but not limited to port scans, stealth scans or other information gathering activity; or
9. Using the Free Wi-Fi for any unlawful, harassing, abusive, criminal or fraudulent purpose. Rogers has the right to monitor, and intercept and disclose any transmissions over or using its facilities, and to provide user information, or use records, and other related information under certain circumstances (for example, in response to lawful process, orders, subpoenas, or warrants, or to protect our rights, users or property).

Privacy Policy

All data collected by Rogers in connection with the Free Wi-Fi shall be collected for the benefit of Customer and its affiliates and shall be governed by Customer's privacy policy, as such policy is updated from time to time, on <http://www.xyz.com/privacy.php>. You understand and agree that Rogers may access, preserve, and disclose your personal information if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to comply with legal process or protect the rights and property of Rogers or the public.

Your Responsibilities

You understand that Free Wi-Fi, which utilizes wireless technologies, is not inherently secure and that wireless communications can be intercepted by technology designed and intended for that purpose. You agree that you are responsible for providing security measures that are suited for your intended use of the Free Wi-Fi. For example, you take full responsibility for taking adequate measures to safeguard your data from loss. Other than the technology provided by Rogers, you must provide all equipment, technology and software to use the Free Wi-Fi.

Be aware that some content, products or services ("Content") available with or through the Free Wi-Fi may be offensive to you or may not comply with applicable laws where you access the Free Wi-Fi. You understand that Rogers, Customer and their respective affiliates and franchisees will not attempt to censor or monitor any such Content. You assume total responsibility and risk for access to or use of such Content and for use of the Internet. Rogers, Customer and their respective affiliates and franchisees assume no liability whatsoever for any claims or losses arising out of or otherwise relating to access to or use of such Content.

Disclaimers

THE FREE WI-FI IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, AND YOUR USE THEREOF IS AT YOUR OWN RISK. ROGERS, CUSTOMER AND THEIR RESPECTIVE AFFILIATES AND FRANCHISEES DO NOT MAKE, AND TO THE EXTENT PERMITTED BY LAW HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ROGERS, CUSTOMER AND THEIR RESPECTIVE AFFILIATES AND FRANCHISEES DO NOT WARRANT THAT THE SERVICES WILL PERFORM AT A PARTICULAR SPEED, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. TO THE EXTENT PERMITTED BY LAW, ROGERS, CUSTOMER AND THEIR RESPECTIVE AFFILIATES AND FRANCHISEES DOES NOT WARRANT THE PERFORMANCE, AVAILABILITY, UNINTERRUPTED USE OF OR OPERATION OF THE INTERNET OR THE CONNECTION TO THE INTERNET. ROGERS, CUSTOMER AND THEIR RESPECTIVE AFFILIATES AND FRANCHISEES DO NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO YOU (WHETHER BY E-MAIL OR OTHERWISE) WILL BE TRANSMITTED, TRANSMITTED IN UNCORRUPTED FORM, OR TRANSMITTED WITHIN A REASONABLE PERIOD OF TIME.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION AND FUNDAMENTAL BREACH, SHALL ROGERS, CUSTOMER OR THEIR RESPECTIVE AFFILIATES OR RELATED COMPANIES OR ITS SUPPLIERS, FRANCHISEES OR LICENSORS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS OR AGENTS BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST REVENUES, LOST PROFITS OR LOSS OF BUSINESS REGARDLESS OF THE CAUSE OF ACTION, AND WHETHER OR NOT FORESEEABLE. Without limiting the generality of the foregoing, Rogers, Customer and their respective affiliates, related companies, franchisees, and its suppliers have no liability for: (i) any interruption or failure of the Free Wi-Fi; (ii) the downloading or use of any information, data or materials obtained via the Free Wi-Fi; (iii) any failure to complete a transaction using the Free Wi-Fi or loss of data due to delays, non-deliveries, mis-deliveries, or service interruptions; (iv) any event or cause beyond the reasonable control of a party, including without limitation any power failures or interruption or failure of a third party's services, software, equipment or network; (v) any unauthorized use or modification of the Free Wi-Fi or combination of the Free Wi-Fi with other services, products or equipment; (vi) viruses, worms, trojan horses, or other undesirable data or software; or (vii) the attempt by unauthorized users (e.g., hackers) to obtain access to your data, web-site, computers, or networks.

You specifically acknowledge and agree that neither Rogers, Customer nor their respective affiliates, related companies, franchisees, suppliers or licensors, nor each of their respective directors, officers, employees, consultants or agents, shall be liable for any defamatory, offensive or illegal conduct of any user, including you. Further, you acknowledge that the Free Wi-Fi, which utilizes wireless technologies, is inherently not secure and that wireless communications can be intercepted. Rogers, Customer and their respective affiliates, related companies, franchises and agents will not be liable to you or any other party for any unauthorized access to your information while using the Free Wi-Fi.

These limitations apply regardless of whether the party liable or allegedly liable was advised, had other reason to know, or in fact knew of the possibility of such damages.

Indemnity

You agree to hold harmless, defend and indemnify Rogers, Customer, and their respective affiliates, related companies, franchisees, suppliers and licensors from and against all claims, losses, damages (actual and consequential), suits, judgments, liability and expenses, including all legal fees and costs, arising from or in any way related to any violation of these Terms of Service by you or any user of your device, or in connection with your or their use of the Free Wi-Fi. Rogers and/or Customer, at its option, may take exclusive control and defense of any such claim otherwise subject to indemnification by you, in which event you acknowledge and agree to fully cooperate in asserting any available defenses.

Miscellaneous Provisions

These Terms of Service will be governed by and construed in accordance with the laws of the province of Ontario and the laws of Canada applicable therein, without giving effect to their conflict of laws principles. You expressly consent to the exclusive forum, jurisdiction, and venue of the courts of Ontario and/or the Federal Court of Canada in Ontario, or any other judicial district or jurisdiction as Rogers or Customer may determine in any and all actions, disputes, or controversies relating hereto. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms of Service to be unenforceable, the remainder of the Terms of Service will continue in full force and effect.

These Terms of Service constitute the entire agreement and understanding between the parties and supersede and replace all prior understandings or agreements, written or oral, regarding the Free Wi-Fi. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by Rogers and Customer. You may not assign or transfer these Terms of Service.

The parties have required that the Terms of Service and all documents relating thereto be drawn up in English.