Fido Payment Program Agreement

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This is your Fido payment program agreement (the "**Payment Program Agreement**") with Fido, operated by Rogers Communications Canada Inc. ("**Fido**") for the full or partial payment of your device purchase over time through a monthly payment plan charged to your Fido account.

Customer Name:_____   Account Number:_____

Customer Address:_____   Place of Agreement (city/province):_____

_____

Device Payments

The monthly payments set out below will be billed to your Fido account for the purchase of the device described below ("**Device**"), beginning on the Effective Date and every month on the same calendar day for the duration of your device's Payment Program Term.

Customer Telephone Number:	
Effective Date (MM/DD/YYYY):	
Expiry Date (MM/DD/YYYY):	
Payment Program Term:	**24** months
Payment Frequency:	Monthly
Cost of Borrowing:	**$0.00**
Interest Rate:	**0.00%**
Annual Percentage Rate (APR):	**0.00%**
Device Model:	
Device Colour:	
Device Type (New or Certified Pre-owned):	
Device Serial Number/IMEI:	

Description	Device Price	Less: Down Payment (if applicable)	Starting Payment Program Balances (1)	Monthly Payment Program Payments (2)
Device Model:	$	$	$	$
GST/HST:	$	$	$	$
PST/QST (if applicable):	$	$	$	$
Total (including taxes):	$	$	$	$

1. Total Starting Payment Program Balance (including your financed device amount and your financed taxes amount(s)) is your outstanding payment program balance at the start of your Payment Program Term and the total of all monthly payments to be made by you over your Payment Program Term.

2. Total Monthly Payment Program Payment (including your financed device amount and your financed taxes amount(s)) is for the first **23** months, with a final total payment program payment of **$_____** in month **24**. Monthly Payment Program payments for your device and financed taxes are calculated by dividing the starting Payment Program balance by the number of months in your Payment Program term and rounding up to the nearest cent. Your final payment may be less to ensure your total monthly payments over the Payment Program term equal your total starting Payment Program balances. See your Mobile Service Agreement for details on any applicable payment program promotion.

Cancelling your Device's Mobile Service: You must subscribe to Fido postpaid mobile services for your Device on an eligible price plan. If, for any reason, the mobile service you subscribed to when you purchased your Device is cancelled or transferred, or you downgrade your price plan to a non-eligible plan, you must repay your total outstanding device payment program balance at the time of that cancellation, transfer or downgrade. This balance may be reduced as required by the Wireless Code based on the manufacturer's suggested retail price at the time of your device purchase.

General Payment Program Terms

Applicable only to residents of Québec: Clause required under the *Consumer Protection Act*. (Clause of forfeiture of benefit of the term)

Before availing himself of this clause, the merchant must forward the consumer a notice in writing and a statement of account. Within **30** days following receipt of the notice and statement of account by the consumer, the consumer may:

(a) either remedy the fact that he is in default;

(b) or present an application to the court to have the terms and conditions of payment prescribed in this contract changed;

(c) or present an application to the court to obtain permission to return the goods forming the object of this contract to the merchant.

If the consumer returns the goods to the merchant with the permission of the court, his obligation under this contract is extinguished and the merchant is not bound to return to the consumer the payments he has received from him. It is in the consumer's interest to refer to sections 104 to 110 of the *Consumer Protection Act* (chapter P- 40.1) and, where necessary, to communicate with the *Office de la protection du consommateur.*

Your Prepayment Rights: You may pay a partial or full amount of your outstanding payment program balance under this Payment Program Agreement at any time without incurring any prepayment charge or penalty. To do so, please contact us at 1-888-481-3436. Any partial prepayment of your outstanding payment program balance will reduce your monthly payment; the length of your payment program term will not change. If you make a partial prepayment, you agree that an updated payment program agreement with your new monthly payment program payment will not be issued. If you prepay your total outstanding payment program balance in full, you will no longer be charged your monthly payment program payments.

Cancelling this Payment Program Agreement: If, for any reason, this Payment Program Agreement is cancelled before the end of your payment program term, you must repay your total outstanding payment program balance. This balance may be reduced as required by the Wireless Code based on the manufacturer's suggested retail price at the time of your device purchase. To the extent permitted by applicable law and after providing you with any required notice, we may cancel this Payment Program Agreement if you breach its terms, including for non-payment of your charges.

Applicable only to residents of Québec: Clause required under the *Consumer Protection Act*. (Contract involving credit)

(1) The consumer may cancel this contract without charge within **2** days following the day on which each party takes possession of a duplicate of the contract, except in the case of the sale of a new road vehicle of which the consumer has taken delivery.

   To cancel the contract, the consumer must:

   (a) return the goods to the merchant or his representative if he received delivery of the goods at the time each party came into possession of a duplicate of this contract;

   (b) forward a notice in writing for that purpose, or return the goods to the merchant or his representative if he did not receive delivery of the goods at the time each party came into possession of a duplicate of this contract.

(2) The contract is cancelled, without further formality, as soon as the consumer returns the goods or sends the notice.

(3) As soon as possible after cancellation, the consumer and the merchant must return what they have received from one another.

   The merchant shall assume the costs of restitution.

(4) The merchant shall assume the risk of loss or deterioration, even by superior force, of the goods forming the object of this contract, until the expiry of the **2**-day period after the day the parties came into possession of a duplicate of the contract.

(5) The consumer shall not cancel this contract if, as a result of any act or fault for which he is liable, he is unable to restore the goods to the merchant in the condition in which he received them.

(6) The consumer may pay his obligation in whole or in part before maturity.

   The balance due is equal at all times to the sum of the balance of the net capital and credit charges computed in accordance with the Act and the General Regulation made under the Act.

(7) The consumer may, once a month and without charge, require a statement of account from the merchant; the latter must furnish or forward it to him as soon as possible and at the latest within **10** days of the receipt of the request.

   In addition to the statement of account prescribed above, the consumer who wishes to pay the balance of his obligation before maturity, may, at all times and without charge, require a statement of account from the merchant; the latter must furnish or forward it to him as soon as possible and at the latest within **10** days of the receipt of the request.

It is in the consumer's interest to refer to sections 73, 75 to 79 and 93 of the *Consumer Protection Act* (chapter P-40.1) and, where necessary, to communicate with the *Office de la protection du consommateur*.

Default Charges: There are no fees charged for entering into this Payment Program Agreement. If we do not receive payment of an amount due on your account by the specified required payment date, it will be subject to a late payment charge of **2.87%** per month. This late payment charge will accrue on a daily basis and will be calculated and compounded monthly on the outstanding amount (an effective annual rate of **41.11%**, equivalent to **34.93%** for the purposes of calculating the maximum annual percentage rate permitted by law) from the date of the first bill on which it appears until the date we receive that amount in full. You agree that we can charge any unpaid and outstanding amount, including any late payment charges, on any pre-authorized payment method on your account (e.g., a credit card or bank account withdrawal).

Not applicable to residents of Québec: We may apply administrative charges in connection with your account, including as a result of collection efforts due to non-payment and returned or rejected payments. A list of these charges is available on request, or at **fido.ca/charges**.

How to Contact Us: To contact Fido about this Payment Program Agreement, call 1-888-481-3436 or, from your Fido phone, call *611 (it's a free call). You can also write to Fido Customer Care, 800 De La Gauchetière Street West, Suite 4000, Montréal, Québec H5A 1K3 or contact us online at **fido.ca/contactus.**

This Payment Program Agreement must be read with the Fido Terms of Service, Acceptable Use Policy and Privacy Policy provided to you and posted at **fido.ca/terms**.

By entering into this agreement, you:
- acknowledge that you have read, understand and agree to this Payment Program Agreement.
- authorize Fido or any other member of the Rogers Communications Inc. organization to obtain information about your credit history to create and manage your account and assess your eligibility for other Fido and Rogers products and services. You acknowledge that Fido may share your credit experience and credit information with others including credit bureaus, credit grantors and collection agencies.
- agree to be liable for the payment of all charges and other obligations under this Payment Program Agreement.

X_____
Customer Signature   Date

X_____
Authorized Fido Signature – Fido, operated by Rogers Communications Canada Inc.   Date