

YOUR INFORMATION

Name: John Smith
Service Address: 47-637D Linden Ave S, Waterton, AB, V8V 4G6
Mailing Address: 47-637D Linden Ave S, Waterton, AB, V8V 4G6
Account Number: 044-0462-5685

AGREEMENT INFORMATION

Commitment Period: Month-to-Month

Plan Details for Internet services, current as of 9 December 2024

Minimum Monthly Charges	\$110.00
One-Time Charges	\$50.00
Regular Rate of Service	\$110.00
	TAXES EXTRA.

Internet

Rogers Xfinity Internet Popular 500 (Rogers Xfinity Gateway rental included)	\$110.00
Rogers Xfinity Gateway (Gen 3) Rental	\$0.00

Discounts listed above require the related service(s) or equipment in order to be maintained. If a discount listed above includes both Internet & TV in the name of the discount, it is considered bundled whereby both services are required to maintain the discount. If a bundle discount listed above includes the name of a specific package or level of service, that specific package or level of service must be maintained in order to receive the discount.

One-Time Fees & Charges

Activation Fee	\$50.00
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Your Internet Service includes:

- A maximum download speed of 500 Mbps and a maximum upload speed of 500 Mbps.
- A monthly data usage limit of Unlimited (overage charges do not apply)
- Up to 10 devices for customer access to Shaw's Go WiFi

The products, services, equipment and their associated monthly charges above are subject to the terms and conditions of your Agreement, including but not limited to the Terms of Service, Acceptable Use Policy and Privacy Policy. Phone services you may have ordered may not be reflected in this service agreement. If you have subscribed to Phone services, the applicable monthly fees and promotions will be included separately on your monthly invoice. Equipment rental fees may become payable if you downgrade your services, see Equipment section for more details.

For those with Security Services, you are eligible for a trial period for the applicable equipment whereby you may cancel the Security Services and any related Device Financing Agreement within 30 days of the Effective Date of your Device Financing Term and receive a refund if you return the applicable Equipment to us in complete and original condition.

Questions? We're here to help.

If you have any questions about your Services, visit shaw.ca/contact-us or call us at 1-888-472-2222 to get the support you need.

Commissioner for Complaints for Telecom-television Services

The Commissioner for Complaints for Telecom-television Services (CCTS) is an independent agency whose mandate is to resolve complaints of individual and small business customers about their television and telecommunications services, free of charge. If you have a complaint about your telephone, wireless, television or internet service, you must first try to resolve it directly with your service provider. If you have done so and have been unable to reach a satisfactory resolution, CCTS may be able to help you.

To learn more about CCTS, you may visit its website at www.ccts-cprst.ca or call toll-free at 1-888-221-1687

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Your Buyer’s Right to Cancel is located after the “Billing and Account Management” section.

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- A monthly data usage limit of Unlimited (overage charges do not apply)
- Up to 10 devices for customer access to Shaw’s Go WiFi

Thank you for agreeing to this Shaw Residential Service Agreement

This is your service agreement between Shaw, operated by Rogers Communications Canada Inc. ("**Shaw**") and you for your Rogers Together with Shaw residential services and/or equipment set out above ("**Services**" and/or "**Equipment**", as applicable, and as defined in the Shaw Terms of Service). Unless otherwise defined in this service agreement, capitalized terms have the meanings given to them in the Shaw Terms of Service.

If you choose to change any of your Services, the monthly fee payable is the then current market price of your new selection plus applicable taxes. Equipment rental and/or other discounts may be removed if you downgrade or vary your Services, see Equipment section for more details.

Provisions Relating to Security Services

For the purposes of the following provisions relating to Security Services, "Services" means the Rogers home monitoring Services and "Equipment" means Equipment used with the Rogers home monitoring Services, unless otherwise indicated. All provisions relating to "Services" and "Equipment" in the Shaw Terms of Service and other Agreement materials apply.

Warranties and Limitation of Liability

In addition to the limits on warranties in the Terms of Service, to the maximum extent permitted by applicable law, the "Shaw Parties", which includes Rogers Communications Canada Inc. and its affiliates, partners, licensors, dealers, representatives, suppliers and agents (and their respective employees, officers, directors, shareholders and representatives) do not guarantee or warrant that the Services will detect or prevent occurrences (or the consequences of those occurrences) that the Services and/or Equipment are designed to detect or prevent. The Equipment may be covered by a manufacturer's or other warranty. Please see the materials accompanying your Equipment for warranty information and details, including coverage, duration and how you may make a claim under the warranty.

You acknowledge and agree that Shaw is not an insurer and that insurance, if any, shall be obtained by you to cover personal injury and property loss or damage at your premises. Any amounts that you pay to the Shaw Parties under this service agreement for the Services are for Services only, are based upon the value of the Services and are unrelated to the value of your premises or the property located at your premises.

In addition to the limitations of liability in the Terms of Service, to the maximum extent permitted by applicable law, the Shaw Parties will not be liable to you or to any third party for any direct, indirect, special, consequential, incidental, economic or punitive damages (including loss of profit or revenue; financial loss; loss of business opportunities; loss, destruction or alteration of data, files or software; breach of privacy or security; property damage; personal injury; death; or any other foreseeable or unforeseeable loss, however caused) resulting or relating directly or indirectly from or relating to: (i) any occurrences or consequences that the Services and/or the Equipment are designed to detect or prevent and/or (ii) the attachment of any instruments, apparatus, wiring or equipment (including the installation of the Equipment), or removal thereof.

To the maximum extent permitted by applicable law, if any Rogers Party should be found liable for any loss, damage or injury due to a failure of the Services and/or the Equipment in any respect, then its liability shall be limited to a sum equal to 100% of the monthly service fees for 6 months of Services, as the agreed upon damages or in lieu of any type of damages and not as a penalty, as the exclusive remedy.

Security Services Equipment

Purchased and rental Equipment from Shaw may be compatible only with the Services that you subscribe to at the time of purchase or rental. We cannot provide any assurances that it will be compatible with any other Shaw or third party services.

Where applicable, certain existing or third party monitoring or other equipment may be integrated to work with the Services and the Shaw home monitoring Equipment. You acknowledge and agree that:

- i. you own your equipment or have the authority to allow your equipment to be used with the Shaw Security Services;
- ii. your equipment may not operate in the same manner as it did prior to you entering into this Agreement; and
- iii. Shaw has no obligation to install, set up, integrate or remove your equipment. If the Services are cancelled, Rogers will have no obligation to repair, reconnect or install your equipment or any prior alarm service provided at your premises, even if Shaw comes to your premises to remove the Shaw Security Equipment.

In some cases, you may be able to, or may be required to, self-install and/or self-remove the Equipment (subject to any local requirements to have certain equipment installed or removed by a licenced technician). **If you self-**

install or self-remove any Equipment, then it is your responsibility to do so properly in accordance with the manufacturer's instructions and any applicable laws, bylaws and codes. It is also your responsibility to obtain and pay for third party assistance if necessary. If you self-install or set up any Equipment, Shaw is not responsible for ensuring that the installation or set-up is applicable or appropriate for the use of the Services or the Equipment at your premises. Without limiting any other limitations of liability in this Agreement, specifically note that the Shaw Parties are not liable for any property damage, personal injury or death as a result of self-installation or self-removal of the Equipment.

Some of the Equipment is not connected to the electrical system of your premises and are operated by battery power. This battery-powered Equipment will not operate if the battery is inoperative for any reason. While the Services are designed to inform you when the battery in the Equipment is low, you agree to regularly inspect the Equipment for dirt/dust build up and, where applicable, test the Equipment to help maintain continued operability and to replace batteries, as necessary.

If your Equipment includes cameras for use with the Services, then you agree not to use those cameras to invade another person's privacy, including the unauthorized monitoring of anyone rightfully present at your premises or any adjacent premise and where anyone may have a heightened expectation of privacy. If you have subscribed to Services with 24/7 video recording, recorded video will only be stored for 7 days and cannot be viewed or retrieved after this time. You may have the ability to download recorded video. Video recording and downloading incurs Internet usage, and any overage will be subject to the overage charges indicated by your internet plan.

You acknowledge and agree that you own the premises where the Equipment will be installed or that you have the authority to allow Shaw to install the Equipment at the premises.

Use of the Security Services

You agree to maintain a broadband internet connection compatible with the Services, as determined by us, at your premises at all times during your subscription to the Services. Internet connectivity issues will affect the proper operation of the Services.

In order to get full functionality for certain Services, you may be required to subscribe to Rogers/Shaw home internet service. This requirement is disclosed at the time of subscription.

You can manage certain aspects of your Services and Equipment through the applicable Rogers/Shaw app (available for compatible mobile devices). Where applicable, you agree to keep all information in that app, including security settings and contact details, up-to-date and accurate at all times.

It is your responsibility to set up any rules for remote access and mobile notifications. **Shaw is not responsible for setting up rules or ensuring that the rules you set up are applicable or appropriate for the use of the Services or the Equipment at your premises.**

Self-monitored Services should not be used for life-safety or emergency response purposes. You acknowledge that the Equipment is not certified for emergency response. Shaw makes no warranty or representation that use of the Services will increase any level of safety. **You understand that the self-monitored Services are not a third-party monitored emergency notification system. Shaw will not dispatch emergency authorities to your premises in the event of an emergency.** In addition, self-monitored Services cannot be considered a lifesaving solution for people at risk in the home, and they are not a substitute for emergency services. All life threatening and emergency events should be directed to the appropriate response services.

You acknowledge that the Services, including remote access and SMS and e-mail notifications, are not 100% reliable and not 100% available. We cannot and do not guarantee that you will receive notifications in any given time or at all. **You agree that you will not rely on the Services for any life safety or critical purposes. Mobile notifications regarding the status of your Services are provided for informational purposes only – they are not a substitute for a third-party monitored emergency notification system.** The information provided by Shaw on what to do in an emergency is based on authoritative safety sources, but there is no way for Shaw to provide specific information relating to a situation in your home or elsewhere. You acknowledge and agree that it is your responsibility to educate yourself on how to respond to an emergency and to respond according to the specifics of your situation.

General Provisions

Billing and Account Management

You may visit the MyShaw tool at my.shaw.ca for more information on your current Services, to view your monthly Internet data usage and notifications and to manage your billing information. You will be billed monthly for both your Services and any applicable Equipment and the charges will appear on your monthly invoice. Additional details relating to payment and how service changes and cancellation will be implemented are described in the Shaw Terms of Service.

Buyer's Right to Cancel

You may cancel this Agreement from the day you enter into the Agreement until 10 days after you receive a copy of the Agreement. You do not need a reason to cancel.

If you do not receive the goods or services within 30 days of the date stated in the Agreement, you may cancel this Agreement within one year of the Agreement date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your provincial/territorial consumer affairs office. If you cancel this Agreement, Shaw has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods. To cancel, you must give notice of cancellation at the address in this Agreement. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax or by personal delivery. If you send the notice of cancellation by mail, facsimile or electronic mail, it doesn't matter if Shaw receives the notice within the required period as long as you sent it within the required period.

Equipment

Shaw will provide you with the applicable rental of new or refurbished Equipment shown above at the then current monthly rental price plus applicable taxes, with such price subject to change with notice. All Equipment provided by Shaw under this service agreement shall remain the property of Shaw and must be returned to Shaw within 30 days of cancellation, otherwise you may incur charges. Additional responsibilities relating to the Equipment are described in the Shaw Terms of Service.

Price Guarantees

If any of your Services have a price guarantee (as identified in the Service description and discounts above) the monthly fees payable during the above stated promotional term(s) will not increase during this Agreement as a result of normal rate increases applicable to all Shaw customers. Price guarantees do not apply to any television add-ons, channels, channel packages, theme packs, rental Equipment, phone add-ons (such as voicemail or call waiting), domestic or international long-distance charges, pay-per-use charges or third-party costs including, but not limited to, levies, surcharges, taxes or other fees required to be paid as a result of the Services provided.

How to Make Changes to your TV and Internet Services

You can find up to date pricing for channels and theme packs as well as more information on how to make changes to your channel line-up at www.shaw.ca/television/programming/. You can also find up to date pricing for Internet services and information on how to make changes for your Internet services at <https://www.shaw.ca/internet/>.

How to Contact Customer Service

If you have any questions about your Services, visit shaw.ca/contact-us to get the support you need.

Commissioner for Complaints for Telecom-television Services

The Commissioner for Complaints for Telecom-television Services (CCTS) is an independent agency whose mandate is to resolve complaints of individual and small business customers about their television and telecommunications services, free of charge. If you have a complaint about your telephone, wireless, television or internet service, you must first try to resolve it directly with your service provider. If you have done so and have been unable to reach a satisfactory resolution, CCTS may be able to help you.

To learn more about CCTS, you may visit its website at www.ccts-cprst.ca or call toll-free at 1-888-221-1687.

How to find the Television Service Provider and Internet Codes

You can find more information about the Television Service Provider Code and Internet Code at the Canadian Radio-television and Telecommunications Commission's (CRTC) website at www.crtc.gc.ca/. You can also find a PDF copy of either the Television Service Provider Code directly at www.crtc.gc.ca/eng/archive/2016/2016-1.pdf or the Internet Code directly at <https://crtc.gc.ca/eng/archive/2019/2019-269.pdf>.

Additional Terms and Conditions

This service agreement must be read with:

- i. any applicable service agreement you previously entered into with Shaw;
- ii. the **Shaw Terms of Service, Acceptable Use Policy and Rogers Privacy Policy** provided to you and posted at shaw.ca/terms-of-use and shaw.ca/privacy-policy, as applicable;
- iii. any **additional terms and conditions** that may apply to a specific service that you subscribe to or use; and
- iv. any **material from us describing your services or products you purchase**.

These materials, together with this service agreement, are referred to collectively as your “**Agreement**”.

By entering into this service agreement, you acknowledge that you have read, understood and agree to all the details in your Agreement; and in addition you expressly:

Credit bureau consent

- i. Consent to Shaw and its affiliates (collectively, “**the Rogers Group**”) running a credit check to establish your account and exchange your information with a credit bureau on an ongoing basis. This information will be used and shared within the Rogers Group to assess your creditworthiness, qualify you for Rogers Group products and services (including Rogers Bank), protect against fraud, verify your identity, collect debts, and manage our risks. Your consent will continue during our relationship and for a reasonable time afterwards.
- ii. Acknowledge that credit bureaus may use and disclose your information to maintain their consumer reporting database. You may access and correct information in your credit file by contacting the credit bureaus directly at consumer.equifax.ca or transunion.ca.

Privacy and Rogers Group marketing

- iii. Consent to the collection, use, and disclosure of your personal information as described in the Rogers Privacy Policy, available online at shaw.ca/privacy-policy. The Rogers Privacy Policy also tells you more about your privacy rights and choices. We may update the Rogers Privacy Policy from time-to-time. The latest version is posted on our website.
- iv. Agree that:
 - A. Rogers may use your current and past device location information for any device you use under this service agreement to provide geo-location-based offers for products or services to you;
 - B. Your personal information may be shared within the Rogers Group and with its authorized dealers and distributors, to service your account, telemarket (including by way of automatic dialing and announcing devices), and promote additional products and services offered by the Rogers Group; and
 - C. Your information may be disclosed to third parties offering additional value-added products in connection with your services, such as content and streaming services, to provide and communicate with you about these value-added products.
- v. Acknowledge that you can opt out of receiving the offers or information described above by contacting us at 70 Assomption Blvd., Moncton, NB E1C 1A1, unsubscribing via a Shaw marketing message sent to you or visiting shaw.ca/mailling-list/unsubscribe.

Other important terms

- vi. Confirm that, if you request that any Service be transferred from another service provider, you are the account holder or his/her authorized agent. You authorize Shaw to act as an agent on your behalf to contact your current service provider and submit any cancellation or transfer requests.
- vii. Agree to receive your Agreement (if you choose electronic delivery), bill and other materials from us in electronic format.
- viii. Acknowledge that if you are making a change to your account: (A) any new changes to your account are set out in this service agreement; (B) all other aspects of your service agreement remain the same; and (C) any Services you have removed may no longer be available.

