Shaw)

YOUR INFORMATION

Name: John Smith Service Address: 66-2400 32 Ave NE, Calgary, AB, T2E 9A7 Mailing Address: 66-2400 32 Ave NE, Calgary, AB, T2E 9A7 Account Number: 099-1111-1111

AGREEMENT INFORMATION

ValuePlan Commitment Period: 8 January 2020 to 7 January 2022

Plan Details for Internet services, current as of 8 January 2020

Minimum Monthly Charges One-Time Charges	\$100.00 \$0.00
Regular Rate of Service Your service will continue month-to-month at this rate after expiry of your agreement.	\$101.00
	PLUS APPLICABLE TAXES.

Internet (Services provided for the fixed term of the ValuePlan Commitment Period)

Internet 300	\$105.00
2-year ValuePlan Internet 300 12 Month Promotion (08-Jan-2020 - 07- Jan-2021) 2-year ValuePlan Internet 300 Price Guarantee (08-Jan-2020 - 07-Jan- 2022)	-\$5.00
	\$0.00
Internet 2-year ValuePlan Agreement (08-Jan-2020 - 07-Jan-2022)	\$0.00
Advanced WiFi Modem Rental	\$0.00
Advanced WiFi Modem Rental Discount	-\$4.00

An Early Cancellation Fee of \$360 applies to this Agreement. The fee will decrease by \$15 per month and will no longer apply as of 7 December 2021.

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.

Your Internet Service includes:

- A maximum download speed of <##> Mbps and a maximum upload speed of <##> Mbps.
- A monthly data usage limit of <##> (overage charges do not apply)
- Up to <##> 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 Joint Terms of Service, Acceptable Use Policies and Privacy Policy. Phone services you may have ordered may not be reflected in your 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 agreeing to a ValuePlan Commitment Period, if you have not been subscribed to Shaw Internet services in the ninety (90) days prior to this Agreement, you are eligible for an Internet trial period whereby if you cancel this Agreement within 15 days of the start date of the ValuePlan Commitment Period, the Early Cancellation Fee will not apply if (i) you return the rental equipment in near new condition and (ii) you have not exceeded 50% of the monthly data usage amount. Customers with disabilities are eligible for a thirty (30) day trial period and must not exceed 100% of the monthly data usage amount.

Questions? We're here to help.

If you have any questions about your Shaw ValuePlan, 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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- A monthly data usage limit of <##> (overage charges do not apply)
- Up to <##> devices for customer access to Shaw's Go WiFi

Thank you for signing up for Shaw's Services Agreement ("Agreement")

Shaw will provide you with the selected combination of services, plans, add-ons, channels, rental equipment and other products as set out above (the "**Services**"). The Services are provided either on a fixed term or month-to-month term and may be amended from time to time in accordance with this Agreement. Services provided on a month-to-month term will automatically renew each month. Services provided on a fixed term will continue for the initial term shown above ("**ValuePlan Commitment Period**").

A minimum service level of Internet 15 (or equivalent services) is required to be maintained for the ValuePlan Commitment Period (the "**Minimum Service Level**"), except for when either the BlueCurve Total Internet + TV Discount or the BlueCurve Total Bundle Internet + TV + Crave+ Discount is included whereby the Minimum Service Level is Internet 300. Your Services are customizable so long as the Minimum Service Level is maintained during the ValuePlan Commitment Period. 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 discounts may be removed if you downgrade or vary your services, see Equipment Section for more details.

ValuePlan Commitment Period and Service Activation

Your ValuePlan Commitment Period begins (i) for new customers, on the date that your installation and Service activation is scheduled to occur and (ii) for existing customers, on the date when you are scheduled to have your new or changed Services activated. Billing for the Services will begin once the new or changed Services have been activated. Notwithstanding the foregoing, billing for certain self-installed Services may automatically commence upon the timing provided to you in the Service conditions. Your billing cycle date can be found on the first monthly invoice.

At the end of your ValuePlan Commitment Period

Unless this Agreement is terminated earlier by you or Shaw, upon the expiry of the ValuePlan Commitment Period the Services provided for such fixed term will renew on a month-to-month basis at the then current market price plus applicable taxes for your Services and on the then current terms and conditions applicable to month-to-month customers. Shaw will notify you of the then current market price for your Services prior to the expiry of the ValuePlan Commitment Period.

Early Cancellation

If you cancel or suspend your Services or you change your subscription for your Services below the Minimum Service Level, you will be immediately charged an early cancellation fee calculated based on \$15 per month plus applicable taxes for every month remaining under the term of this Agreement. All other charges relating to your Services then due and owing will remain due upon the cancellation of this Agreement.

Charges, Payment & Changes

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. Amounts owing after the monthly due date are subject to a late payment interest charge calculated and compounded monthly on the outstanding amount at 2% per month (26.8% per year) from the date of the first bill on which it appears until paid in full. Payment terms are included in our Joint Terms of Service. For Services provided on a month-to-month basis, including fixed term Services that will transition to a month-to-month basis upon the expiry of the ValuePlan Commitment Period, Shaw may, at its sole discretion, make changes to your Services and any applicable key terms and conditions of this Agreement from time to time, including changing the applicable regular monthly fees and charges in connection with normal rate increases applicable to all Shaw customers, by providing you with not less than 60 days' notice of any such change becoming effective. If you do not wish to accept the aforementioned changes, you may contact Shaw to change or cancel your Services. For all other changes, including changes to the Joint Terms of Service, Acceptable Use Policies and Privacy Policy, each of which are hereby incorporated by reference into this Agreement, Shaw will provide you with not less than 30 days' notice of any such change becoming effective. You shall be deemed to have accepted any changes made by Shaw if you continue to use your Services after such changes are effective with no additional action or agreement required. This Agreement is non-transferable by you but may be freely assigned by Shaw. If the Services under this Agreement replace or supersede all services under an existing agreement, your previous agreement will automatically terminate once the Buyer's Right to Cancel period (as set out below) and any applicable trial period under this Agreement has elapsed. Early cancellation fees applicable to your previous agreement will remain in effect until it is terminated. If this Agreement is cancelled within the Buyer's Right to Cancel period or any applicable trial period then your previous agreement will become active, however, if any of the Services included in the previous agreement are no longer available, then equivalent in-market Services will be instated for the remainder of the ValuePlan Commitment Period of your previous agreement.

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 as selected by you and 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 Agreement shall remain the property of Shaw and must be returned to Shaw within 30 days of termination or early cancellation of this Agreement or the Services. In the event of any loss of, damage to, or non-return of such equipment, you hereby authorize Shaw to charge you for replacement and/or repair of the equipment. If you choose to downgrade or vary your Services you may no longer be eligible for any equipment rental discount itemized in the Agreement.

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.

Additional Terms and Conditions

The Joint Terms of Service, the Acceptable Use Policies and the Privacy Policy set out below or in the attached and available at www.shaw.ca, as may be amended from time to time, apply to the provision of all Shaw services. Where the terms contained herein differ from those contained in the Joint Terms of Service, the Acceptable Use Policies or the Privacy Policy, the terms of this Agreement shall prevail.

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.

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To learn more about CCTS, you may visit its website at <u>www.ccts-cprst.ca</u> 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 <u>www.crtc.gc.ca/</u>. You can also find a PDF copy of either the Television Service Provider Code directly at <u>www.crtc.gc.ca/eng/archive/2016/2016-1.pdf</u> or the Internet Code directly at <u>https://crtc.gc.ca/eng/archive/2019/2019-269.pdf</u>.

Related Documents

SHAW CABLE JOINT TERMS OF SERVICE

The Joint Terms of Service contains additional terms and conditions that govern the rights and obligations between you and Shaw in relation to the Services.

PRIVACY POLICY

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The Privacy Policy is Shaw's describes commitment to protecting Personal Information. Shaw has established its Privacy Policy using the ten principles set out in the National Standard of Canada entitled Model Code for the Protection of Personal Information.

ACCEPTABLE USE POLICY – INTERNET

The Acceptable Use Policy (Internet) governs the customers use of the internet Services and any devices and/or equipment used to support the Services.

C1-C4

A1-A7

B1-B6