

**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:** Automatically renews on the invoice due date each month

**Plan Details for Internet services, current as of 22 March 2024**

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

**Internet**

<b>Ignite Internet 300 (Ignite WiFi Gateway modem rental included)</b>	<b>\$110.00</b>
<b>Ignite WiFi Gateway (Gen 2) modem Rental</b>	<b>\$0.00</b>

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**

<b>Activation Fee</b>	<b>\$50.00</b>
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**Your Internet Service includes:**

- A maximum download speed of 300 Mbps and a maximum upload speed of 150 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 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 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 Shaw ValuePlan, visit [shaw.ca/contact-us](http://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](http://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 “Charges & Payment” section.**

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- A maximum download speed of 300 Mbps and a maximum upload speed of 150 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

## **Thank you for agreeing to this Shaw Residential Service 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 “Service” and/ or the “Equipment”, as applicable). The Services in this Agreement will be provided on a month-to-month basis and will automatically renew each month. 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”).

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.

### **Commitment Period and Service Activation**

Your 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.

### **Provisions Relating to Security Services**

### **Warranties and Limitation of Liability**

In addition to the limits on warranties in the Joint 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 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 Join 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**

### **Charges, Payment & Changes**

You may visit the MyShaw tool at [my.shaw.ca](http://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 3% per month (42.6% 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. 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.

### **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. If applicable, you may also be able to purchase from Shaw equipment to be used in connection with the Services. You are solely responsible to pay for and maintain such equipment and Shaw will not be liable for any damage in connection with the equipment.

### **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](http://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/](http://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](http://shaw.ca/contact-us) to get the support you need.

## Commissioner for Complaints for Telecom-television Services

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## 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/](http://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](http://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>.

## Related Documents

### **SHAW CABLE JOINT TERMS OF SERVICE**

**A1-A7**

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**

**B1-B6**

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**

**C1-C4**

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