

# Comwave Terms of Service and Other Important Information

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# COMWAVE TERMS OF SERVICE

## 1. Introductory Information

### a. How do the Comwave Terms of Service apply to me?

These Comwave Terms of Service (“**Terms**”) govern your use of:

- i. the Comwave services that you subscribe to or purchase under a service agreement or receive from or through Comwave (“**Services**”); and
- ii. any device or equipment used to access the Services or used with the Services (“**Equipment**”).

In these Terms, “**Comwave**”, “**us**”, “**we**” and “**our**” means Comwave Networks Inc. operated by Rogers Communications Canada Inc.

### b. How do the Comwave Terms of Service work with my service agreement and other materials made available to me?

These Terms work together with the following materials to form your complete agreement (“**Agreement**”) with us, and provide you with the important information you need to help you fully understand your Services:

- i. Your **service agreement** for the specific Service you subscribe to.
- ii. Our **Acceptable Use Policy**, which sets out the rules, policies and limits you must abide by when using the Services. Our Acceptable Use Policy lists examples of prohibited activities and unlawful or inappropriate content and gives us the right to remove content and/or suspend or terminate your Services if you violate the policy.
- iii. Our **Privacy Policy**, which sets out our policies in relation to the collection, use and disclosure of your personal information. Our Privacy Policy details why we collect customer information, how we use it and how we share it, and specifies how to contact us if you would like more information on our personal information handling practices.
- iv. Any **additional terms and conditions** that may apply to a specific Service that you subscribe to or use.
- v. Any **material describing your Services or products you purchase**.

Your Agreement, with any amendments, is the entire agreement between you and Comwave for the applicable Services. If there is any inconsistency between the materials listed above and these Terms, these Terms will prevail.

### c. Who is responsible for complying with the Agreement?

You, as account holder, are responsible for complying with the Agreement. Among other things, you are responsible for:

- i. all charges on your account;
- ii. ensuring that anyone who uses Services under your account or with your authorization complies with the Agreement;
- iii. ensuring that others do not gain unauthorized access to your account and your Services, including by protecting the security of any user names or passwords relating to your account;
- iv. ensuring that any information you have provided to us is up-to-date and accurate, and to let us know if it changes.

### d. May I transfer my Agreement to someone else?

You will need our prior permission if you want to assign or transfer an Agreement. We may assign or transfer an Agreement or any of our rights or responsibilities under an Agreement without notice or your permission.

## 2. Service Term, Changes and Cancellation

### a. What are the categories of Services covered by my Agreement?

The Services are categorized as follows:

- i. “**Term Services**” are Services that you subscribe to for a committed period of time as indicated on your applicable service agreement (“**Term**”);
- ii. “**Month-to-Month Services**” are Services that you subscribe to on an ongoing basis, but not with a Term; and
- iii. “**Pay-Per-Use Services**” are Services that you use on a per-usage basis (which may be a one-time usage, or usage for a set period of time, such as one day or one week), but not on an ongoing basis.

### b. What is the term of my Agreement?

The term of each Agreement starts on the initial activation date of the Services or the Equipment, whichever is earlier (“**Activation Date**”). On your Term expiry date for a Term Service, the Service will automatically become a Month-to-Month Service and you will keep your existing Service and Agreement with us until they are changed or cancelled in accordance with these Terms.

### c. Can Comwave change my Services or my Agreement?

Yes, Comwave may change your Services or Agreement as described below.

#### **Not applicable to residents of Québec\*:**

**For internet Services:** We may change any aspect of a Month-to-Month Service and the corresponding Agreement at any time, as long as we give you at least:

- (i) **60** days’ advance notice for a change to a key term (as defined in the CRTC’s Internet Code), or
- (ii) **30** days’ advance notice for a change to any other term. We may also change aspects of a Term Service and the corresponding Agreement, other than a key term, upon at

least **30** days' advance notice to you. In either case, we will provide notice by bill message, text message, letter, email, message to your My Account inbox or other means, and it will explain the change and when it will take effect.

**For television and other Services:** We may change any aspect of a Month-to-Month Service and corresponding Agreement at any time, upon advance notice to you and in accordance with applicable laws. We may also change aspects of a or Ter Service and corresponding Agreement, other than the monthly price of that Term Service, upon notice to and in accordance with applicable laws. In either case, we will provide you notice you by bill message, text message, letter, email, message to your My Account inbox or other means.

For all changes described above, if you do not accept the change, your remedy will be to cancel the affected Services or Agreement by providing us with notice of cancellation under Section 2(e) below within **30** days of receiving our notice of change (unless we specify a different notice period or different remedy). You shall be deemed to have accepted any changes made by Rogers if you continue to use your Services after such changes are effective with no additional action or agreement required.

**For Pay-Per-Use Services:** Pay-Per-Use Services are subject to availability and may be changed or cancelled by Comwave at any time without prior notice to you.

**Applicable only to residents of Québec\*:** We may change any aspect of a Month-to-Month Service and the corresponding Agreement, as long as we give you at least **30** days' prior written notice (**60** days' notice for a key term, as defined in the CRTC's Internet Code, of an Internet service or corresponding Agreement). We may also change a Term Service and the corresponding Agreement upon at least **30** days' prior written notice, but will not change the price, term, nature or any other essential elements or key terms (as defined in the CRTC's Wireless and Internet Codes) of that Term Service or that Agreement. In either case, we will send you the written notice by bill message, text message, letter, email, message to your My Account inbox available or other means. The written notice will be clear and legible, to the exclusion of any other text and will contain the new or amended term or provision, the former version of that term or provision (if applicable), the date that the amendment will come into force, and your rights. If a change to a Month-to-Month Service or a Term Service entails an increase in your obligations or a decrease in our obligations and if you do not accept that change, your remedy will be to cancel the affected Services or Agreement without an Early Cancellation Fee (defined below) by providing us with notice of cancellation under

Section 2(e) below no later than **30** days after the amendment takes effect.

**For Pay-Per-Use Services:** Pay-Per-Use Services are subject to availability and may be changed or cancelled by Comwave at any time without prior notice to you.

#### **d. May I change my Services?**

You may change your Services at any time by contacting us in any of the ways set out in Section 9(e) below. You may be subject to an administrative charge in accordance with Section 3(e) below. Please note that if you wish to change a Service, you may only be able to change to a Service that is currently available in market. Also please note that any Service you remove may no longer be available for the price that you currently pay, or at all.

#### **e. How can I cancel my Services and when does cancellation take effect?**

You may cancel any or all of your Services and any corresponding Agreement at any time by calling us at the telephone number set out in Section 9(e) below. Cancellation takes effect on the day that Comwave receives notice of the cancellation, or a future date specified in that notice (if applicable), whichever is later. Applicable charges continue until that date. However, if you only cancel an add-on, cancellation will take effect on your next billing date for that add-on and applicable charges will continue to apply until your next billing date for that add-on, unless otherwise indicated. If your final bill results in a credit balance on your account: most credit balances will be refunded to your credit card on file or a cheque will be mailed to the billing address associated with your account. However, for credit balances under or over a specified amount, you must contact us to process your refund. Visit [www.comwave.net/residential/refund](http://www.comwave.net/residential/refund) for details on our current credit balance refund processes.

#### **f. Will I be charged an early cancellation fee if I cancel my Service(s)?**

If you subscribe to a Term Service that you cancel before the end of its Term, you will be charged an early cancellation fee as described in the service agreement for that Term Service ("**Early Cancellation Fee**").

#### **g. What happens if I transfer my Service(s) to another service provider?**

Transferring your Service(s) to another service provider is a cancellation of the applicable Service(s) and an Early Cancellation Fee may apply if the transfer results in the cancellation of a Term Service before the end of its Term. Any Service remaining on your account may be removed and/or transferred to a comparable Service plan if the Service or pricing becomes unavailable as a result of the transfer.

#### **h. Can Comwave cancel my Services and when does cancellation take effect?**

Comwave may cancel any or all of your Services or accounts and any corresponding Agreement, as long as we give you at least **30** days' prior written notice (if you are a resident of Québec, **60** days'). Applicable charges continue until the cancellation date. For residents of Québec who have subscribed to a Term Service, we may cancel that Service only if you are in serious or repeated breach of an Agreement (including for non-payment) or for another serious reason, including if we no longer have the technical ability to provide that Term Service. Visit [www.comwave.net/residential/refund](http://www.comwave.net/residential/refund) for details on our current credit balance refund processes.

#### **i. Can Comwave suspend or cancel my Services without notice?**

We may restrict, suspend, block, disconnect or cancel any or all of your Services, Equipment, accounts or identifiers in any way, including 9-1-1 service, without notice or liability to you, if:

- i. you are in breach of an Agreement, including for non-payment;
- ii. you exceed your credit limit;
- iii. you fail to provide or maintain a reasonable security deposit or other credit requirement when we ask you to;
- iv. you agree to a deferred payment arrangement with us and fail to comply with its terms;
- v. you exceed our reasonable usage limits;
- vi. you have given us false, misleading or outdated information;
- vii. we reasonably suspect or determine that any of your account, identifiers, Services or Equipment is the subject of fraudulent, 5 unlawful or improper usage or usage that adversely affects our operations or the use of our services, facilities or networks or those of third parties with whom we have roaming or network sharing agreements;
- viii. you harass, threaten or abuse us or our employees or agents;
- ix. you fraudulently or improperly seek to avoid payment to us;
- x. we need to install, maintain, inspect, test, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of the Services, the Equipment or our facilities or networks;
- xi. any account or service on which your Services depend is cancelled for any reason; or
- xii. we reasonably believe that there is an emergency or extreme circumstance that would warrant that action.

If we restrict, suspend, block, disconnect or cancel your Services or accounts:

- i. you must pay any amounts owing;

- ii. we may also restrict, suspend, block, disconnect or cancel, without notice or liability, your Services under any other agreement or account that you may have with us or a Comwave affiliate (including accounts that may be in good standing);
- iii. you may be charged for any costs incurred by us or any Comwave affiliate in connection with your breach of these Terms, including costs incurred to enforce your compliance;
- iv. your access to emergency or accessibility services (e.g., 9-1-1) may also be restricted, suspended, blocked, disconnected or cancelled;
- v. your rates for services with Comwave affiliates may change in accordance with the terms of those services; and/or
- vi. recurring service charges continue to apply during any suspension of Services.

#### **j. Will these Terms still apply once my Services are cancelled?**

Certain parts of your Agreement may still apply as they may still be relevant even after cancellation of all your Services. For example, Sections 1(b)-(d), 2(e)-(j), 4(b)-(c), 5(c), 6(d) and (f), 8, 9(b)-(d) and the arbitration provisions of Section 9(a) will continue to apply to you after cancellation of your Agreement.

### **3. Account, Charges and Billing Information**

#### **a. How does Comwave bill me for Services?**

Service charges will start on the Activation Date and are billed in advance. Unless we both agree to a different arrangement, your billing period runs for one month, and ends on the bill date noted on the top of your bill. Your Activation Date and billing period won't always start on the same day. When this happens, your Service charges and allotted usage are pro-rated for the period between your Activation Date and your bill date. Usage charges, such as additional data, airtime, long distance, movie or event purchases and roaming are billed after you use them. We may bill you for a charge up to **6** months from the date the charge was incurred.

#### **b. When is my bill payment due?**

Charges on your account are due and payable in full from the invoice date of your bill. You are responsible for all charges on your account.

#### **c. What if I don't pay my bill on time?**

If we do not receive payment of an amount due on your account by the specified invoice date, it will be subject to a late payment charge of **2%** per month (**24%** per year) 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).

**d. Will Comwave ever assign my account to a collection agency?**

Yes, if your account has an unpaid final balance, then we may assign your account to a collection agency after your account has been cancelled:

- i. at any time, if the contact information for your account is no longer valid;
- ii. no earlier than **25** days after the cancellation date, if your account was cancelled for non-payment; or
- iii. no earlier than **35** days after the cancellation date, if your account was cancelled for any other reason, and you have an unpaid final balance of **\$10** or more or you have not returned rental Equipment.

**e. Will I be subject to any administrative charges?**

We may apply administrative charges in connection with your account, including as a result of the following:

- i. price plan change;
- ii. phone number (or other identifier) change;
- iii. transfer of Service;
- iv. bill reprint requests;

**Not applicable to residents of Québec\*:**

- v. collection efforts due to non-payment;
- vi. returned or rejected payments; and/or
- vii. the restoral or suspension of Service.

A list of these charges is available on request, or at [www.comwave.net/residential/charges](http://www.comwave.net/residential/charges), and forms part of these Terms.

**f. What if I do not understand or disagree with a charge on my bill?**

Any questions or discrepancies regarding charges must be reported to us within **90** days of the date of the applicable bill. Failure to notify us within this time period means that you have accepted those charges. If any of those discrepancies resulted in unauthorized or incorrect charges on your account, then we will reverse those charges within **30** days of receiving notice from you.

If you have reported a billing discrepancy to us, then we will wait at least **10** days before cancelling your service in accordance with Section 2(h) or Section 2(i).

**g. How do discounts and promotions work?**

We will apply a discount, promotion or benefit to your account as long as you remain eligible for it. We may check your eligibility from time to time, and if you become ineligible to receive that discount, promotion or benefit for any reason, we may remove it, and/or transfer your Service to a comparable Service plan, without prior notice.

**h. How is home phone long distance calling charged and how does Comwave determine if I'm on a long distance home phone call?**

Long distance charges are rounded up to the next full minute. A one minute minimum charge applies to every completed long distance call you make. For international calls, you may be charged regardless of whether the call is completed. For home phone Services, calls are defined as local or long distance based on local calling areas, and your local calling area depends on your home phone number. If you dial a number that is long distance to your home phone number, then it is a long distance call. When using Call Forwarding, long distance charges apply when the number to which you forward the call is outside your local calling area.

**4. Deposit and Credit Requirements**

**a. Does Comwave require security deposits or other payment or credit requirements?**

Yes, we may require a security deposit or impose other payment or credit requirements such as interim payments, mandatory prepayments, or pre-authorized payments.

**b. How are security deposits used?**

Any security deposit you provide to us will be kept for at least **12** months, unless your Services are cancelled sooner. After **12** months, we may release and apply the security deposit against your account balance if we determine that your payment history has been satisfactory or that you have otherwise met our financial criteria for the return of the security deposit. We may apply your security deposit toward your account if you do not pay your bill and we may require you to replenish the security deposit after use. We will notify you when we apply all or part of any security deposit. We will return to you any security deposit with applicable interest within **30** days of cancellation of your Services or once we have determined that the conditions for returning the security deposit have been met.

**c. Will I earn any interest on security deposits?**

Yes, you will earn interest on your security deposit with us, using the Bank of Canada's overnight rate in effect at the time, plus **1** percent, on the basis of the actual number of days in a year, accruing on a monthly basis. Interest is earned starting from the date we collect a security deposit from you (but no earlier than required under applicable legislation or regulation) until the date we return it to you.

**d. Will Comwave impose a credit limit on my account?**

Upon notice to you, we may assign or change a credit limit on your account at any time. Service may be suspended at any time to any and all of your accounts if your balance, including unbilled usage and pending charges, fees and adjustments, exceeds this limit. Recurring service



charges continue to apply during any suspension of Services.

## **5. Your Use of the Services**

### **a. Do I own my phone number, email address of other identifier?**

You do not own any phone number, email address or other identifier assigned to you. Comwave cannot guarantee that these identifiers will never be changed, but we will only change them when necessary in extreme circumstances and will make a reasonable attempt to notify you in advance of the change. Comwave may provide Services through other identifiers when necessary.

### **b. Does Comwave monitor the content that I transmit when I use the Services?**

We have the right, but not the obligation, to monitor or investigate any content that is transmitted using the Services (other than voice Services) or the Equipment. We may also access or preserve content or information to comply with legal process in Canada or foreign jurisdictions, operate the Services, ensure compliance with an Agreement, or protect ourselves, our customers or the public.

### **c. What are my responsibilities relating to the Services, and Comwave or third party software or content?**

All trademarks, copyright, brand concepts, names, logos and designs that we use are intellectual property assets, registered or otherwise, of or used under license by Rogers Communications Inc. or of one of its affiliates. All are recognized as valuable assets of their respective owners, and you may not display, copy or use them in any manner for commercial or any other purpose.

The Services and any software or content that you receive or purchase through Comwave is for your own personal, lawful, non-commercial use. You agree that you will only use the Services and this software and content in accordance with your applicable Agreement and any applicable licence agreements.

Without limiting the previous paragraph, please note that you may not:

- i. copy, distribute, transfer or sell any of the Services or this software or content;
- ii. modify, alter or tamper with any of the Services or this software or content;
- iii. reverse engineer, decompile or disassemble any of this software;
- iv. attempt to defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any software protection mechanisms.

The Services and this software and content remains our property or that of our licensors or content providers, as applicable. Except for the limited rights explicitly granted to you, all right, title, interest and intellectual property rights in and to the Services and this software and content are retained by their respective owners and are protected by applicable trademark, copyright and/or other intellectual property laws and treaties. You must take reasonable steps to protect the Services and this software and content from theft, loss or damage.

Please be aware that software or content may from time to time automatically and, without notice to you, cause your Equipment to access the internet incurring data usage and/or overage charges.

## **6. Equipment**

### **a. Is Equipment new or refurbished?**

Equipment that you purchase from us is new, unless otherwise indicated. Equipment that you rent from us is refurbished, unless otherwise indicated, and is based on availability.

### **b. May I upgrade my Equipment?**

You may request to upgrade your Equipment at any time by contacting us in any of the ways set out in Section 9(e) below. You may be subject to an administrative charge in accordance with Section 3(e) above. If, in connection with your Equipment upgrade, you are subscribing to a new Term and cancelling a previous Term early, you will be charged an Early Cancellation Fee. Please note that if you wish to upgrade your Equipment, you may also be required to change to a Service that is currently available in market. Also please note that any Service or Equipment you remove may no longer be available.

### **c. Is my Equipment restricted to the Comwave network or Services?**

Except for your home phone modem, Equipment purchased or rented through us are to be used only with Comwave Services at the service address identified on your account. If you attempt to tamper with any Equipment, it may become permanently unusable and may violate the software licence agreement for that Equipment.

### **d. Will Comwave ever need access to my property?**

You authorize us and our representatives to enter or have access to your premises as necessary upon reasonable notice from us to install, maintain, inspect, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of our services, the Equipment or our facilities or networks, whether for your benefit or the benefit of others. If any of your Services or accounts have been cancelled, then you authorize us and our representatives to enter or have access to your premises

to disconnect the Services and remove our Equipment, as applicable.

**e. Who is responsible for ensuring that my Equipment is compatible and up to date?**

Equipment and related software may have to meet certain minimum requirements and be maintained in certain ways and in certain locations in order to access the Services or for the proper operation of the Services (e.g., 9-1-1 services). Those requirements may change from time to time without notice and you are responsible for updating or maintaining your Equipment and software as necessary to meet those requirements. We may provide software updates for the Equipment for the continued operation of the Services or the Equipment. Likewise, from time to time we may have to modify or remove previous software features in order to introduce new features to ensure that the Equipment remains compatible with technological advancements. If your Equipment or software is not up to date, we may not be able to provide you with applicable customer support.

If you use Equipment that you did not purchase or rent from Comwave, your access to and the proper operation of the Services (e.g., 9-1-1 services and public alerts) may be limited. We recommend that you use Equipment provided by Comwave.

**f. What are my responsibilities relating to the Equipment?**

You are solely responsible for:

- i. any access to the Equipment;
- ii. providing any additional connections, as well as inside wiring and home phone terminal equipment, that are not provided by us;
- iii. reconnecting any of your equipment and facilities as necessary after cancellation of your Services;
- iv. maintaining the security and privacy of your property and your transmissions using the Services, the Equipment or our facilities or networks;
- v. protecting against any breaches of security or privacy or other risks involved in installing, using, maintaining or changing the Services or the Equipment; and
- vi. ensuring that there are no unauthorized attachments to the Equipment or our cable (e.g., for television Equipment, only 1 television may be attached to any outlet).

Except for Equipment that you have purchased, all Equipment we install or provide to you remains our property. For all Equipment we own, you must:

- i. take reasonable care of it;
- ii. not sell, lease, mortgage, transfer, assign or encumber it;
- iii. not re-locate it without our knowledge and permission; and

- iv. return it to us at your own expense upon cancellation of the Services to which the Equipment is related.

If our Equipment is lost, damaged, stolen, sold, leased, mortgaged, transferred, assigned, encumbered or not returned, you must immediately notify us. You authorize Comwave to charge you for replacement or repair of the equipment, including any costs we incur in seeking possession of it.

**7. Your Privacy**

**a. How does Comwave protect my privacy?**

Comwave is committed to protecting your privacy and we take all reasonable steps to ensure that your personal information is safe and secure in compliance with applicable privacy laws and regulations. For more information, please see the Rogers Privacy Policy available at

[www.comwave.net/residential/legal/#privacy](http://www.comwave.net/residential/legal/#privacy).

**8. Warranties and Limitation of Liability**

Please note that the term “**Comwave Parties**” includes Comwave and its affiliates, partners, licensors, dealers, representatives, suppliers and agents (and their respective employees, officers, directors, shareholders and representatives).

**a. Are there any warranties on the Equipment?**

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. There may also be optional Equipment protection programs made available to you from time to time.

**b. Are there any warranties on the Services?**

The Services that Comwave provides may be impacted by factors beyond Comwave’s reasonable control. For this reason, you acknowledge and understand that the Services or access to the Services, including 9-1-1, public alerts or accessibility services, may not function correctly or at all in the following circumstances:

- i. if your Equipment fails, is not configured correctly or does not meet Comwave’s requirements;
- ii. if you install certain third party applications on your Equipment;
- iii. in the event of a network outage or power failure;
- iv. if you tamper with or, in some cases, move the Equipment; or
- v. following suspension or cancellation of your Services or account.

To the maximum extent permitted by applicable law:

- i. the Comwave Parties do not guarantee or warrant the performance, availability, coverage, uninterrupted use, security, pricing or operation of the Services, the Equipment (**except towards residents of Québec\* in accordance with statutory warranties**) or any products, content, applications, software, services, facilities, connections or networks used or provided by us or third parties (collectively, the “**Offering**”);
- ii. Comwave may limit the amount of an Offering that you may purchase;
- iii. you bear the entire risk as to the use, access, transmission, availability, reliability, timeliness, quality, security and performance of the Offering;
- iv. the Comwave Parties do not make any express or implied representations, warranties or conditions, including warranties of title or non-infringement, or implied warranties of merchantable quality or fitness for a particular purpose, with regard to the Offering.

**Not applicable to residents of Québec\***

- v. all representations, warranties and conditions of any kind, express or implied, are excluded;
- vi. no advice or information, whether oral or written, that you obtain from the Comwave Parties creates any term, condition, representation or warranty not expressly stated in an Agreement.

**c. How does Comwave limit its liability?**

Unless otherwise specifically set out in an Agreement, to the maximum extent permitted by applicable law, and **except towards residents of Québec\* for damages resulting from a Comwave Party’s own act**, the Comwave Parties will not be liable to you or to any third party for:

- i. **Not applicable to residents of Québec\***: 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 the Offering or any advertisements, promotions or statements relating to any of the foregoing, even if we were negligent or were advised of the possibility of such damages;
- ii. **Applicable only to residents of Québec\***: any 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; or property damage) resulting or relating directly or indirectly from or relating to the Offering;
- iii. any Offering provided to you or accessible by you through the Services, any charges incurred in connection with such Offering or anything that is or can

- be done with such Offering even if you are billed for such Offering;
- iv. the performance, availability, reliability, timeliness, quality, coverage, uninterrupted use, security, pricing or operation of the Offering;
- v. any error, inclusion or omission relating to any telephone listings or directories;
- vi. the denial, restriction, blocking, disruption or inaccessibility of any Services, including 9-1-1, public alerts or accessibility services, Equipment or identifiers (including phone numbers);
- vii. any lost, stolen, damaged or expired Equipment, identifiers, passwords, codes, benefits, discounts, rebates or credits;
- viii. any unauthorized access or changes to your account or Equipment, or the use of your account or Equipment by others to authenticate, access or make changes to an account you may have with a third party, such as a social media or financial account, including changing passwords or transferring or withdrawing funds;
- ix. any error, omission or delay in connection with the transfer of phone numbers to or from another telecommunications service provider, or any limitation connected to that transfer or that telecommunications service provider;
- x. any acts or omissions of a telecommunications carrier whose facilities are used to establish connections to points that we do not serve; or
- xi. any claims or damages resulting directly or indirectly from any claim that the use, intended use or combination of the Offering or any material transmitted through the Services infringes the intellectual property, industrial, contractual, privacy or other rights of a third party.

**Not applicable to residents of Québec\***: These limits are in addition to any other limits on the Comwave Parties’ liability set out elsewhere in an Agreement and apply to any act or omission of the Comwave Parties, whether or not the act or omission would otherwise be a cause of action in contract, tort or pursuant to any statute or other doctrine of law.

**d. Are there any additional limitations of liability that apply, including in relation to 9-1-1 emergency services?**

- In order for 9-1-1 emergency services to function properly with home phone Services, you must use the Equipment we have provided you. We will not be liable to you or to any third party for your failure to comply with this requirement. The home phone Services may not function correctly, or at all, in the following circumstances:
- i. if your Equipment fails or is not configured correctly;
  - ii. in the event of a network outage or power failure;
  - iii. if you tamper with the Equipment; or



- iv. following suspension or cancellation of your Services or account.

We will not be liable to you or to any third party for any inability to use the home phone Services or to obtain access to 9-1-1 emergency services as a result of the limitations described in this Section.

For more information on 9-1-1 relating to VoIP Services, visit [www.comwave.net/residential/legal/#nine-just](http://www.comwave.net/residential/legal/#nine-just).

#### **e. Are there any circumstances under which I would have to compensate Comwave?**

You will indemnify and hold harmless the Comwave Parties from and against any claims, losses, damages, costs and expenses (including, without limitation, reasonable legal fees and other litigation expenses) incurred by the Comwave Parties relating to your violation, alleged violation or misappropriation of any intellectual property, industrial, contractual, privacy or other rights of a third party or any alleged libel or slander by a third party against you.

### **9. General**

#### **a. How can I resolve a complaint or dispute with Comwave?**

If you have a concern that was not resolved, then we invite you to contact us in any way listed in section 9e. below.

**Not applicable to residents of Québec\*:** To the extent permitted by applicable law, unless we agree otherwise, any claim or dispute, whether in contract or tort, under statute or regulation, or otherwise, and whether pre-existing, present or future, arising out of or relating to the following items will be determined by final and binding arbitration to the exclusion of the courts:

- i. an Agreement;
- ii. the Services or Equipment;
- iii. oral or written statements, advertisements or promotions relating to an Agreement, the Services or Equipment; or
- iv. the relationships that result from an Agreement.

**If you are a resident of Alberta** you may decide, after a dispute has arisen, whether to use the arbitration process to resolve the dispute or instead to pursue an action or other proceeding in court to resolve the dispute. If you decide not to use the arbitration process and instead to pursue an action or other proceeding in court, you must notify us in writing to the Rogers Legal Department, 333 Bloor Street East, Toronto, ON M4W 1G9. If you do not notify us that you wish to have the dispute resolved in court, the arbitration process set out above will apply. The right to have the dispute resolved in court is personal to you, can only be exercised by you, and may not be transferred or assigned.

**Where applicable**, arbitration will be conducted in accordance with our Arbitration Protocol, which is available at [www.comwave.net/residential/legal/](http://www.comwave.net/residential/legal/).

#### **b. What happens if part of an Agreement becomes unenforceable or doesn't apply?**

If any portion of an Agreement is unenforceable, the remaining provisions continue in full force. Our failure to enforce strict performance of any provision of an Agreement does not mean we have waived any provision or right. Neither the course of conduct between us nor trade practice modifies any provision of an Agreement.

#### **c. Why did I receive these Terms in English?**

**Applicable uniquement aux résidents du Québec\*:** Les présentes modalités ont été rédigées en anglais à votre demande expresse, après avoir pris connaissance de la version française. Vous consentez à ce que les futurs documents liés à vos modalités, y compris les modifications, les confirmations de commande et les communications, puissent être fournies en anglais.

**Applicable only to residents of Québec\*:** Your Agreement has been drawn up in English at your express request, after having examined a French version. You agree that all future documents related to your Agreement, including amendments, order confirmations, and communications, may be provided in English.

#### **d. What laws apply to these Terms and the rest of my Agreement?**

Each Agreement is governed by any applicable laws of Canada and by the laws of the province in which your billing address is located and you submit to the jurisdiction of the courts of that province. However, if your billing address is outside of Canada, that Agreement is governed by the laws of the province of Ontario and you submit to the jurisdiction of the courts of Ontario. **Rights and remedies may vary by province.**

#### **e. How can I contact Comwave?**

To contact us:

- i. call **416-663-9600**;
- ii. go online at [www.comwave.net/residential/contact](http://www.comwave.net/residential/contact);
- iii. write to **Comwave Customer Service, 61 Wildcat Road, North York, Ontario, M3J 2P5.**

Any notice of a claim must be given to the Rogers Legal Department, 333 Bloor Street East, Toronto, ON M4W 1G9 and will be deemed to have been given on the date on which it was sent by the party giving the notice.

\* **"residents of Québec"** means residents of Québec who enter into an Agreement to which the Consumer Protection Act (Québec) applies.

04/25

## ACCEPTABLE USE POLICY

Please direct any questions or comments regarding this Acceptable Use Policy (“AUP”) and complaints of violations of this AUP by subscribers to [legal@comwave.net](mailto:legal@comwave.net). Except where otherwise indicated, “you” and “your” means you and every person who uses the Services through your account.

### Introduction

When using our services, the Equipment, our facilities or networks and any products, content, applications or services in conjunction with the Services or Equipment, you must comply with all applicable laws, and our policies, rules and limits including this AUP. This AUP supplements and is incorporated into the Comwave Terms of Service (the “Terms”), which accompanies this AUP. It is also available at [www.comwave.net/residential/legal/](http://www.comwave.net/residential/legal/). Unless otherwise defined in this AUP, defined terms have the meanings given to them in the Terms. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND THIS AUP, AS AMENDED FROM TIME TO TIME, YOU SHOULD IMMEDIATELY STOP USING THE SERVICES AND NOTIFY COMWAVE THAT YOU ARE TERMINATING THE SERVICES.**

### Prohibited Activities

Without limitation, you may not use (or allow anyone else to use) our Services to:

- i. use, possess, post, upload, transmit, disseminate or otherwise make available content that is unlawful or violates the copyright or other intellectual property rights of others (as described in more detail below);
- ii. participate in any illegal soliciting or gaming schemes;
- iii. attempt to use the Services in such a manner so as to avoid incurring charges for usage;
- iv. participate in any fraudulent activities, including impersonating any person or entity or forging anyone else’s digital or manual signature. You assume all risks regarding the determination of whether material is in the public domain;
- v. access the Internet via the Services using Internet Protocol (IP) addresses other than the IP address(es) assigned to you by us;
- vi. invade another person’s privacy, collect or store personal data about other users, or stalk or harass another person or entity;
- vii. access any computer, software, data or any confidential, copyright-protected or patent-protected material of any other person, without the knowledge and consent of that person, or use any tools designed to facilitate access, such as “**packet sniffers**”;
- viii. upload, post, publish, deface, modify, transmit, reproduce, distribute in any way or otherwise make

available information, software or other material protected by copyright or other proprietary or contractual right (such as a non-disclosure agreement) or related derivative works, without obtaining permission of the copyright owner or rightholder;

- ix. use, reproduce, distribute, sell, resell or otherwise exploit the Services or content we provide or which you obtain through the Services for any commercial purposes;
- x. copy, distribute, sub-license or otherwise make available any software or content we provide or make available to you or which you obtain through the Services, except as authorized by us;
- xi. alter, reproduce, or tamper with the Services or any function, component or identifier of your Equipment, such as the Electronic Serial Number (ESN) or the International Mobile Equipment Identity (IMEI) that is not meant to be altered, reproduced or tampered with;
- xii. restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet, the Services or any Equipment used to connect to the Services, or create an unusually large burden on our networks or third party networks for which we have roaming or network sharing agreements, including, without limitation, posting, uploading, transmitting or otherwise making available information or software containing a virus, lock, key, bomb, worm, Trojan horse or other harmful, limiting, destructive or debilitating feature, distributing mass or unsolicited email (“**spam**”) or other messages, or otherwise generating levels of traffic sufficient to impede others’ ability to send or retrieve information, or to use the Services in an abusive manner in connection with any unlimited packages, options or promotions;
- xiii. disrupt any backbone network nodes or network service, or otherwise restrict, inhibit, disrupt or impede our ability to monitor or deliver the Services, any transmissions or data;
- xiv. interfere with computer networking or telecommunications service to or from any Internet user, host, provider or network, including, without limitation, denying service attacks, overloading a service, improperly seizing or abusing operator privileges (“**hacking**”), or attempting to “**crash**” a host;
- xv. use the Services for anything other than your own personal purposes (such as reselling the Services, providing Internet access or any other feature of the Services to any third party) or share or transfer your Services without our express consent;
- xvi. operate a server in connection with the Services, including, without limitation, mail, news, file, gopher, telnet, chat, Web, or host configuration servers,

- multimedia streamers or multi-user interactive forums;
- xvii. impersonate any person or entity, including, without limitation, a Comwave official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- xviii. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services; or
- xix. port scan a person's computer or wireless device without that person's consent, or use any tools designed to facilitate these scans.

### **Unlawful or Inappropriate Content**

Any Comwave Party reserves the right to move, remove or refuse to post any content, in whole or in part, that it, in its sole discretion, decide are unacceptable, undesirable or in violation of the Terms or this AUP. This includes, without limitation:

- i. obscene, profane, pornographic content;
- ii. defamatory, fraudulent or deceptive statements;
- iii. threatening, intimidating, abusive or harassing statements;
- iv. content that violates the privacy rights or intellectual property rights of others;
- v. content that unlawfully promotes or incites hatred;
- vi. content that is otherwise offensive or objectionable; or
- vii. any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any municipal, provincial, federal or international law, order or regulation.

For purposes of this AUP, “**content**” refers to all forms of communications including, without limitation, text, graphics (including photographs, illustrations, images, drawings, logos), executable programs, audiovisual recordings, and audio recordings.

### **Security**

As set out above, you are responsible for any misuse of the Services, by you or by any other person with access to the Services through your Equipment or your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services through any means, including, without limitation, wireless networking and wired networking. The Services may not be used to breach the security of another user or to attempt to gain access to any other person's equipment, software or data, without the knowledge and consent of such person. Additionally, the Services may not be used in any attempt to circumvent the user authentication or security of any host, network, or account, including, without limitation, accessing data not intended for you, logging into or making use of a server or account you are not expressly

authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited. You may not disrupt the Services. The Services also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to “**crash**” a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature is also prohibited. You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device. In particular, Comwave recommends against enabling file or printer sharing of any sort. Comwave recommends that any files or services you do choose to make available for remote access be protected with a strong password or as otherwise appropriate. You agree to treat as confidential all access codes, personal identification numbers and/or other passwords that we may provide to you for use with the Services.

### **Unsolicited Communications**

As set out above, the Services may not be used to send unsolicited, bulk or commercial messages or for any other unsolicited communications. This includes, without limitation, using automatic dialing and announcing devices to or otherwise make unsolicited voice or facsimile calls and bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such communications may only be directed to those who have explicitly requested it. The Services may not be used to send messages to any individual who has indicated that he/she does not wish to receive messages from you. The Services may not be used to collect responses from unsolicited e-mail messages sent from accounts on other Internet hosts or e-mail services that violate this AUP or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail messages may not direct the recipient to any web site or other resource that uses the Services. Forging, altering or removing e-mail headers is prohibited. You may not reference any Comwave network (for example, by including “Organization: Comwave” in the header or by listing an IP address that belongs to a Comwave network) in any unsolicited e-mail even if that e-mail is not sent through a Comwave network. “**Mail bombing**” is prohibited. That is, you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain

letters is similarly prohibited, whether or not the recipient wishes to receive such mailings. Comwave is not responsible for the forwarding of e-mail sent to any account that has been suspended or terminated. Such e-mail will be returned to sender, ignored, deleted, or stored temporarily, at Comwave's sole discretion.

### User-Generated Content Services

**"User-Generated Content Services"** or **"UGC Services"** refers to any services that allow an end user to post, upload or generate content online to be shared with a limited or unlimited number of recipients and may include, without limitation: newsgroups, online forums, message boards, chat programs, wiki's, photo sharing services, customer review sites, video sharing services, blogs and web hosting.

Any User-Generated Content Services accessed through the Services must be used in accordance with the following:

- i. you must comply with the UGC Service's written charter, policies or FAQs;
- ii. you may only post advertisements, solicitations, or other commercial messages in the UGC Service if that service's charter, policies or FAQs explicitly permit them;
- iii. you are responsible for determining the policies of the UGC Service before using it;
- iv. you must adhere to daily volume, file size and format restrictions of any UGC Service;
- v. unless otherwise specified in the UGC Service's charter, policies or FAQs, you must not forge, alter or remove any information from the UGC Service;
- vi. the Comwave Parties have no obligation to monitor the content of any UGC Service and the Comwave Parties are not liable for any claims, losses, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs and expenses arising out of or relating to the content of any such service;
- vii. you must not use the UGC Service to perform **"flooding"**, which refers to deliberately repeating actions in quick succession in order to fill the screens of other Internet users with text or other content;
- viii. any computer or other device connected through the Services may not maintain more than two simultaneous chat connections including, without limitation, the use of automated programs, such as **"bots"** or **"clones"**. Automated programs may not be used when the account holder is not physically present at the device;
- ix. you must not use the Services to send messages that disrupt another user's equipment, software, hardware or user display; and
- x. you must not forge, alter or obscure your identity (other than using a nickname) while participating in the UGC Service.

### Usage, Data Storage and Other Limitations

You must comply with the then current usage, data storage and other limitations on your applicable Services. You must also ensure that your activity does not improperly restrict, inhibit, or degrade any other subscriber's use of the Services, nor represent (in the sole judgment of Comwave) an unusually large burden on our networks or third party networks for which we have roaming or network sharing agreements. In addition, you must ensure that your activity does not improperly restrict, inhibit, disrupt, degrade or impede Comwave's ability to deliver the Services, and monitor and investigate the Services, backbone, network nodes, and/or other network services or components. You may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without the written consent of Comwave. For example, you cannot provide Internet access to others through a dial up connection, host shell accounts over the Internet, provide e-mail or news service, or send a news feed. The Services are consumer products designed for personal purposes. For example, the Services do not provide the type of security, upstream performance and total downstream throughput capability typically associated with commercial use. You may not run a server in connection with the Services. You may not provide network services to others via the Services. In addition, you are prohibited from running servers for mail, http, ftp, irc, and dhcp, and multi-user interactive forums. Your use of the Services may be subject to a usage limit, as set out in your Agreement. If you exceed that limit, you may be subject to additional usage charges.

### Network Management

We reserve the right to manage our networks (or third party networks for which we have roaming or network sharing agreements) in order to optimize their efficiency for the benefit of our subscribers, including, without limitation, by way of the following: rate limiting (speed), rejection or removal of spam or otherwise unsolicited bulk e-mail, anti-virus mechanisms, and protocol filtering. We may take any other action we deem appropriate in order to help ensure the integrity of the network experience for all subscribers. For details on our network management practices, visit [www.comwave.net/residential/networkpolicy](http://www.comwave.net/residential/networkpolicy).

### Violation of this Acceptable Use Policy

As set out in the Terms, we have the right, but not the obligation, to monitor or investigate any content that is transmitted using the Services (other than voice Services) or the Equipment; and to access or preserve content or information in accordance with the Terms. We prefer to advise subscribers of inappropriate behavior and any necessary corrective action. However, if the Services are used in a way that we, in our sole discretion, believe violates this AUP, any of the Comwave Parties may take



any responsive actions they deem appropriate. Such actions may include, without limitation, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and/or the immediate suspension or termination of all or any portion of the Services or your account. The Comwave Parties will have no liability for any such responsive actions. The above described actions are not exclusive remedies and the Comwave Parties may take any other legal or technical action deemed appropriate. Upon termination of an account, any of the Comwave Parties are authorized to delete any files, programs, data and e-mail messages associated with such account. The failure to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. If any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This AUP shall be exclusively governed by, and construed in accordance with the governing law provision set out in the Terms.

### **Complaints**

Please direct any complaints of violations of this AUP to [legal@comwave.net](mailto:legal@comwave.net) or contact us at **416-663-9600**. Questions or complaints, concerning third party content should be addressed to the applicable content provider.

06/24

## **ROGERS PRIVACY POLICY**

### **Introduction**

Rogers works hard to earn and maintain our customers' trust. Protecting the personal information that we handle is important to our company, our leadership, and all employees within our organization. We actively take steps to ensure that your personal information is safe and secure, including implementing policies and procedures to comply with applicable Canadian privacy laws and regulations. Our Privacy Policy ("Notice") is intended to provide transparency about how we manage your personal information.

### **Scope and Application**

This Notice applies to all personal information collected by or on behalf of Rogers Communications Inc. and its affiliates (collectively, the "Rogers Group").

It also provides an overall description of how we handle personal information when conducting our business with you, including but not limited to, providing the following:

- wireless services;
- residential services (including TV, satellite, Internet, in-home Wi-Fi, home phone, and home security);
- financial services, including those offered by Rogers Bank;

- sports and entertainment services offered by Rogers Sports and Media (including television and radio broadcasting, specialty channels, multi-platform shopping, and digital media);
- any applicable enterprise services; and
- websites and Wi-Fi in public, retail, and corporate locations.

Information collected through your interactions with the Toronto Blue Jays

[<https://www.mlb.com/bluejays/team/rogers-blue-jays-baseball-partnership-privacy-policy>] or the Rogers Centre [<https://www.mlb.com/bluejays/ballpark/privacy-policy>] are not subject to this Notice.

Throughout this Notice, we refer to the Rogers Group as "Rogers", "we", "us" or "our".

We may update this Notice or other privacy-related documents from time-to-time. The current Notice will be available on our website at [rogers.com/privacy](https://rogers.com/privacy).

### **Consent**

When you sign up for or use a Rogers product or service, you provide your consent to the collection, use, and disclosure of your personal information as outlined in this Notice.

The form of consent sought may vary depending on the situation, level of sensitivity of the information, and your reasonable expectation. We ensure transparency so you understand the reason for the collection, use, or disclosure of your personal information.

Implied consent will be used when personal information is less sensitive. For example, when you provide us your address, it is implied that it will be used to provide you with the service you requested and/or for billing purposes.

The more sensitive the information, the more likely it is that we will ask for your express consent through written, oral, electronic, or other methods.

We may also collect, use, or disclose personal information without your knowledge or consent where it is required or permitted by law.

For information on withdrawing your consent, see "Withdrawing consent" below.

### **Information we collect**

Personal information is any information that identifies you or can be reasonably used to identify you. The type of personal information we collect varies based on the service you have or how you interact with us, but will include the following:

**Account information** - this includes your name and address(es), email address, date of birth, phone number(s), the identification documents used to create your account, as well as payment information such as

your credit card or bank details. It may include a PIN, password, security questions, or biometric authentication. We have information about how much you pay us for our services, and details about each time you contact us. We have information from any survey you have responded to. We also have information about the Rogers products and services you receive from us.

**Rogers Bank information** – this includes credit card application information, such as your identification documents presented by you, including your social insurance number if you chose to provide it, your annual income, place of employment, and your other financial obligations. It also includes transactional information, such as information about your use of your Rogers Bank credit card, including purchases made and the name, type, and location of the merchant.

**Credit information** – this includes information about your current and past credit accounts such as type, your payment history, account balances, account numbers, collections actions, legal proceedings, credit score or other information that the credit bureau has collected from your other lenders.

**Technical information** – to enable your communications services, we collect information about how you use our networks, services, products, and websites. For example:

Network use information. This includes information related to the operation and use of equipment, services, and applications on our wireless and fixed Internet networks. We will collect location of your wireless device on cell site data, and the IP address (the unique numbering label, which identifies your device and enables it to communicate over the Internet) that we assign to you for the provision of Internet services. It also includes records of the number of texts sent and received, voice minutes used, as well as the amount of data consumed.

Device information. This includes device-related information including your IMEI (a mobile device identification number), your MAC address (media access control address), your mobile phone number, make and model of your device, and device operating system data.

GPS information. Some smartphones and IoT devices also have a global positioning system (GPS) function. This is separate from our network and is not controlled by Rogers. GPS is used for a variety of location-based services and for 9-1-1 purposes. If you do not want to share your location via GPS, this setting can be turned off, although it may affect the provision of services that depend on knowing your location. Refer to the settings of your mobile device to turn this function off.

Wi-Fi use information. This includes the destination of traffic such as websites visited and mobile applications opened, MAC address, IP address, and the length of time connected (date/time) when using Wi-Fi provided by Rogers in a public, retail, or corporate location.

Internet use. This includes information used when providing Internet service, such as your IP address, URLs of sites visited, metadata, and data transmission information.

TV viewing information, also known as “tuning data”. This includes information used to deliver TV services to you, such as automatically generated data related to which programs, channels and advertisements that are viewed and for how long. It also includes information about the use of set-top boxes, remote controls, and programme guides, as well as MAC address, device ID, and postal code.

**Biometrics information** – This includes behavioural biometrics such as typing patterns, mouse movements and swiping gestures when interacting with our digital platforms; voice biometrics if you have opted in to our Voice ID program for identity verification and fraud prevention when interacting with our call centres; and any other biometrics information we may collect with your consent.

Information related to the use of mobile applications (apps) offered by Rogers is covered by the Rogers Mobile Application Privacy Policy.

Information related to the use cookies and other similar technology on websites or apps offered by Rogers is covered by the Rogers Digital Privacy Policy.

## **How & Why We Collect Personal Information**

### ***How we collect personal information***

We primarily collect information about you, from you, but we may also collect it from publicly available information and third-party sources, including credit bureaus.

**Directly from you:** We will collect personal information that you provide to us directly when you interact with us. For example, personal information is provided by you when you sign up for new products or services, use a product or service, make changes to your account, get in touch with us by phone, email or chat, visit one of our stores, interact with one of our digital properties, fill out a survey or enter a contest, participate in our online forums, or use our networks.

**From technology used at our retail stores or other company premises:** We will collect information through your interactions with various technologies. For example, when you visit a Rogers store or site such as a corporate location, we collect your information in a number of ways,

including point of sale tools, via your use of Wi-Fi, or images of you through video recordings in and around our locations in order to maintain the safety of our clients, employees and others, protect against illegal activity, such as theft, vandalism and fraud, and to enhance and maintain client service quality.

**From our websites and mobile applications:** We will collect certain types of information electronically when you interact with our websites, email, mobile applications, social media accounts, online advertising, or using ours or a third party's technologies, such as cookies, web beacons, single pixel gifs or data management platforms. More information can be found in our Mobile Applications and Digital Privacy Policies.

**Credit bureau checks:** When you apply for a product or service that involves Rogers extending credit to you, we will conduct a credit check. You give consent to this check when you submit your application. We may then exchange information about you with credit bureaus on an ongoing basis for as long as you hold the product or service and for a reasonable time afterwards. We may collect, use and share this information to verify your creditworthiness, assess and manage our credit risks, qualify you for other Rogers Group products and services, and detect and prevent fraud.

For example, Rogers Bank may obtain your credit score and other information to see if you are pre-approved for a Rogers Bank credit card. You can opt out of this practice at any time by contacting us using the information under "Addressing Your Privacy Questions, Requests and Concerns" below.

We may also validate your information with a credit bureau to verify your identity and protect against fraud. We may also periodically update your information with credit bureaus to help maintain the integrity of the credit reporting system. They then use the information to maintain the database and as permitted or required by applicable laws, which may include sharing this information with third parties.

The following are the two different types of credit bureau checks Rogers may perform:

*Hard credit checks.* This includes information about your creditworthiness, including your credit score and information about your payment history with us and at other creditors. This type of check is shown on your credit bureau report and in some instances may impact your credit.

*Soft credit checks.* If we perform a soft credit check to assess your eligibility for another Rogers service or to manage your debt with us, it will result in the collection of your credit rating, score, and profile information. This type of check does not impact your credit.

We exchange information about you, as described in this Notice, with the following credit bureaus:

TransUnion: <https://www.transunion.ca/>  
3115 Harvester Road  
Burlington, ON  
L7N3 N8

Equifax: <https://www.consumer.equifax.ca/>  
National Consumer Relations  
Box 190  
Montreal, Quebec  
H1S 2Z2

You may access and correct information in your credit file by contacting the credit bureaus directly using the information above.

**From other sources:** We may collect information about you from other sources, such as publicly available information. We will either seek your consent or obtain the information as permitted or required by law.

#### ***Why we collect personal information***

We limit the information we collect to what is reasonable and relevant to the purposes described in this Notice. We use your personal information to provide you with products and services, communicate with you, provide you with additional value and personalized experiences, and manage our business.

#### ***Provide you with products and services***

We use your personal information to provide you with our products and services, including the following:

- to deliver the products, services, updates, and third-party applications included in your subscriptions, such as programming content and advertising;
- to establish and maintain a commercial relationship with you, including to process billing and collect fees;
- to determine your eligibility for a program, product, or service offered by us, including a Rogers Bank credit card or other financial services products;
- to validate the contact information that you provide us, such as your name, email address and phone number, so that information is accurate and up-to-date; and
- to make decisions about you including process and evaluate your application for a product or service, as well as create, administer, and maintain your account. Some of these decisions may be made using automated decision making systems.

### ***Communicate with and market to you***

We use your personal information to communicate with you for the purposes of providing our services, including the following:

- to send communications to you by postal mail, email, text message, telephone, automated dialing-announcing device, or other communications channels such as social media. These communications include customer support, regulatory communications such as roaming or data usage notifications, confirmations or replies to a change regarding your service or account, and other service messages such as 'Your Bill is Ready' notifications or network disruption notices;
- to provide you with information about updates regarding our products and services, promotions, contests, and events;
- to respond to your inquiries; and
- to otherwise provide you with our products and services.

We also use your personal information within the Rogers Group and share it with carefully chosen third parties to market to you, including the following:

- to recommend or communicate with you regarding products, services or opportunities across the Rogers Group, that may be provided to you by our agents, dealers and related companies, or third parties carefully chosen by us;
- to deliver marketing communications, personalized offers, and interest-based ads to you on behalf of members of the Rogers Group or carefully chosen third parties;
- to evaluate your ongoing eligibility for other Rogers' products and services provided by us, including a Rogers Bank credit card, which may include collecting, using, and sharing your credit information to assess this eligibility; and
- to provide geo-location services that will send you offers and promotions from us and carefully chosen third parties based on your current and historical location information.

You can let us know if you no longer wish to receive marketing messages via email or SMS by following the unsubscribe process in those messages. For more information about withdrawing your consent (including to marketing as described above), see "Withdrawing consent" below.

### ***Provide you with additional value and personalize your experience with us***

We may use your personal information within the Rogers Group to provide you with a personalized experience and improve our business, including the following:

- to perform analytics such as to assess and evaluate the effectiveness of our marketing communications;
- to understand needs and develop or enhance products and services;
- to administer surveys, loyalty programs, contests, and events or to request feedback to improve and manage our relationship with you; and
- to allow a seamless experience when activating services that require credit across Rogers, including sharing your credit information across Rogers when you sign up for different products independently, so we do not perform multiple credit checks when you interact with us.

### ***Manage our business***

We use your personal information for many business reasons, including the following:

- to administer and manage our business and operations including the security and integrity of our networks, services, and websites;
- to enable your participation in contests, promotions, and surveys;
- to confirm or authenticate your identity and ensure your information is correct and up-to-date;
- to ensure compliance with our Terms of Service and Acceptable Use Policy, and otherwise protect our rights and interests;
- to comply with legal obligations and regulatory requirements;
- to perform credit checks, manage our credit and business risks across Rogers, and collect on outstanding debt;
- to maintain the health, safety, and security of the public, our customers, employees, and property; and
- to detect, prevent, manage, and investigate fraud or other unauthorized activity across Rogers.

We may also use anonymized information for internal purposes, including the following:

- to identify trends;
- to manage our business;
- to develop statistical information;
- to understand how we are performing;
- to develop relevant products, services or offers; and
- to manage business risks such as preventing and detecting fraud.



### **How we share your personal information**

We will share your personal information with our service providers and carefully chosen third parties, such as those providing product or services or administering contests for us.

Unless we have your express consent, personal information we have about you will only be shared with organizations outside Rogers in the following circumstances:

- for the purposes described above, we will share information with a trusted service provider that is performing a business function for us, like website maintenance, administering initiatives or contests, marketing and/or promotion, development, enhancement, sale or provision of a product or service, mail distribution, account statement production, customer service, provisioning of additional services, such as optional balance insurance or loyalty programs, data processing, or to manage our customer accounts;
- to support the credit process we will share information with credit reporting agencies about your credit experience with us and with agencies retained by us for collection purposes;
- to provide a program or benefit we will sometimes partner with other companies, that may assist with determining your eligibility and administering or personalize the program;
- to help operate our technology systems, applications, and networks;
- to a person that has identified themselves as an agent contacting us on your behalf;
- to another telephone company and the information is required to provide telephone service;
- to a company supplying telephone or telephone directory related services; and
- where required or permitted by applicable law.

We will not sell your personal information to any organization or person, unless we sell or transfer any part of our business.

### **Storage, Security Safeguards & Retention**

Your personal information may be stored or processed in or outside Canada. No matter where this happens, the information will be protected with appropriate security safeguards and standards that adhere to applicable Canadian privacy laws. Information that is stored or processed outside Canada, may also be subject to the laws of the jurisdiction where it is held.

### **Security Safeguards**

Rogers has put in place appropriate security and safeguard procedures designed to ensure your personal information remains safe from theft, loss, or unauthorized access.

We regularly review and audit our security measures and procedures to ensure that they remain effective and are consistent with industry best practices.

Rogers' Chief Privacy Officer and delegates ensure that Rogers takes responsibility for the personal information in its possession and control. This commitment includes ensuring (through robust contractual arrangements) comparable security and safeguard procedures are applied to any third party handling such information.

We do our best to protect and safeguard your personal information, but there are safeguards you must take as well. For example, do not share your personal information such as a bank card numbers, credit card numbers, associated PIN numbers, or social insurance numbers unless you clearly understand the purpose of the request and you know with whom you are dealing. Do not keep sensitive personal information in your email box. For passwords, make sure to use a combination of letters (upper and lowercase), numbers, and symbols, and do not use any words that can easily be associated with you. We also suggest that you change your password regularly.

In some instances, your specific agreement with us sets out your obligations to keep your account safe. For example, the Rogers Terms of Service requires you to ensure that others do not gain unauthorized access to your wireless or residential account, including by protecting the security of any usernames or passwords. Similarly, your Rogers Bank Cardholder Agreement contains specific requirements regarding the obligation to keep your credit card account secure.

If you are suspicious of any telephone, mail or email promotional campaigns received from us, or you suspect fraudulent activity related to one of your accounts, please contact our call centre. If you believe one of our customers is in violation of our Acceptable Use Policy, including participating in fraudulent activities like phishing, vishing, or smishing, complaints can be sent to [abuse@rogers.com](mailto:abuse@rogers.com).

### **Retention**

Rogers will only retain your personal information for as long as it is necessary to fulfill the purpose for which it was collected or for sufficient time to allow you access to the information if it was used by us to make a decision about you or your account.

The length of time we retain your information will vary depending upon the information and why it was collected. In some instances, we have legal and regulatory obligations to retain your information and it cannot be deleted within those timeframes.

Information that is no longer required to be retained by us will be destroyed or de-identified.

### Your privacy rights and choices

**Access requests:** Much of the information we hold is available to you through your online account portal and through your electronic statements, like invoices.

In certain circumstances, we may not be able to provide access to all the personal information we hold, for example, when the disclosure would reveal confidential business information, if the personal information is protected by legal privilege, or if the personal information was collected during an inquiry into a breach of contract or violation of a federal or provincial law.

We can not provide you access to the following types of information because we do not collect it:

- content of telephone conversations across our networks (other than recordings of calls made to our customer care centre, which are recorded for quality and training purposes);
- content of your text, picture and video messages;
- content of emails sent and received via your Rogers Yahoo!Mail account;
- content of the applications you use; and
- internet search history.

A court order is required to obtain incoming call detail information related to your account.

If you wish to access your personal information, you must make a request in writing. To respond, we require sufficient details to understand your specific request, including a full description of the information you wish to access and the period relevant to the request.

Before providing you with any information we will verify your identity and confirm that we understand your request. If there is a fee to provide any of the information requested, we will notify you in advance. Once we have confirmed the details of your requests and validated your identity, we will respond within the prescribed timeframes set out in applicable Canadian privacy law.

You can make your access request in writing using the information provided under “Addressing Your Privacy Questions, Requests and Concerns” below.

**Correction requests:** We make reasonable efforts to keep your information accurate and up-to-date. You can help by keeping us informed of any changes, like if you’re moving. If you find any errors in our information about you, let us know right away and we will make appropriate corrections. If we don’t agree with your requested change, we will note your request in your file.

You can make your correction requests in writing using the information provided under “Addressing Your Privacy Questions, Requests and Concerns” below.

**Withdrawing consent:** You have the right to withdraw your consent, subject to legal or contractual restrictions and with reasonable notice.

If you decide to withdraw your consent it can, however, limit our ability to provide you with certain products, services, or offers. If you choose to withdraw consent, at that time, we will explain the impact it will have so you can make an informed decision about the impacts of doing so.

In addition, to no longer receive marketing messages via email or SMS, you may unsubscribe via the opt-out method contained in the message. If you do not want to receive telemarketing calls, please contact Rogers Customer Care to be registered on our internal Do Not Call List. You may also be informed of other options for withdrawing your consent.

You can request to withdraw your consent using the information provided under “Addressing Your Privacy Questions, Requests and Concerns” below.

### ***Addressing Your Privacy Questions, Requests and Concerns***

If you have any requests, questions or concerns about this Notice or our privacy practices, including automated decisions about you, let us know.

You can contact us as follows:

**Rogers Communications**  
Chief Privacy Officer  
333 Bloor St. E.  
Toronto, ON, M4W 1G9

or:

[privacy@rci.rogers.com](mailto:privacy@rci.rogers.com)

**Rogers Bank**  
Rogers Bank Attention: Chief Privacy Officer  
1 Mount Pleasant Rd  
Toronto, ON, M4Y 2Y5

or:

[rogersbankprivacy@rci.rogers.com](mailto:rogersbankprivacy@rci.rogers.com)

If you have privacy concerns that are not addressed to your satisfaction by Rogers, you may contact the Office of the Privacy Commissioner of Canada.

Website: [www.priv.gc.ca](http://www.priv.gc.ca)  
By Phone: 1 800 282 1376 or 819 994 5444  
By TTY: 819 994 6591

04/25