

## ROGERS RESIDENTIAL SERVICE AGREEMENT

This is your service agreement between Rogers Communications Canada Inc. ("**Rogers**") and you for your Rogers residential Services. Each Service that you subscribe to is a separate Agreement with us. Unless otherwise defined in this service agreement, capitalized terms have the meanings given to them in the Rogers Terms of Service.

### **1. Promotions and Discounts**

#### **a. If I have received a promotional offer or temporary discount, what happens once it is over?**

If you have subscribed to a Service for a committed period of time ("**Term**") and are receiving a promotional offer or discount during that Term, then at the end of the Term the then regular monthly fee for that Service will be applied to your account. The Term Service will automatically become a Month-to-Month Service and you will keep your existing Service and Agreement with us, unchanged, until they are changed or cancelled in accordance with the Rogers Terms of Service.

For any other promotional offers or discounts, you will be charged the monthly fee indicated on your service agreement once the promotional or discount period ends.

### **2. Early Cancellation Fees**

#### **a. Will I be charged an Early Cancellation Fee ("ECF") if I cancel my Services?**

You will only be charged an ECF if you have subscribed to a Term Service and it is cancelled before the end of the Term. To confirm if you have a Term Service, review your Services listed in the "Monthly charges" section of your service agreement; any Term Service will be listed along with its "Term start date", "Term end date" and service agreement term duration. For greater certainty, please note that any start date, end date or duration listed in the "Monthly savings" section relate to promotional periods and do not indicate that you have a Term.

If you live in Ontario or New Brunswick (**not applicable if you live in Newfoundland or Québec**), the following ECFs apply:

- i. **if** you subscribe to a bundle subject to a Bundle Service Agreement Term and any one or more Term Services in that bundle are cancelled before your:
  - a. **2** year Term ends, then the ECF is **\$25/month** left in the Term, to a maximum of **\$400** if cancelled during the **1<sup>st</sup>** year of the Term and a maximum of **\$200** if cancelled during the **2<sup>nd</sup>** year of the Term (plus applicable taxes); or
  - b. **1** year Term ends, then the ECF is **\$25/month** left in the Term, to a maximum of **\$200** (plus applicable taxes);
- ii. **if** you subscribe to a Term Service subject to an Internet Service Agreement Term or a Cable TV Service Agreement Term and that Term Service is cancelled before your Term ends, then the ECF is **\$10/month** left in the Term, to a maximum of **\$200** if cancelled during the **1<sup>st</sup>** year of the Term and a maximum of **\$100** if cancelled during the **2<sup>nd</sup>** year of the Term (plus applicable taxes).

If you subscribed to Term Services before May 17, 2016, then an ECF will be calculated and charged as set out in the service agreement you received when you subscribed to those services.

You will no longer be subject to an ECF on your Term Expiry Date.

**b. Can I ever cancel my Term Services without an ECF?**

You may cancel your Term Services without an ECF if you return any related Equipment to us in complete and original condition within **30** days from the Activation Date. However, you will be billed for all charges incurred up to the cancellation date.

**3. Rogers Internet**

**a. Does my internet package have a maximum monthly overage charge?**

If you subscribe to an unlimited internet package, then you will not incur overage charges. If you subscribe to any other internet package and you go over your package's monthly usage allowance, then you will incur overage charges at the rate set out above or in the service agreement you received when you subscribed to your internet package up to a monthly maximum of **\$200**. The maximum is **\$100** if you subscribe to an Internet 5 package or if you subscribed to your internet package on or after: (i) February 28, 2017 if you live in Ontario; or (ii) August 16, 2017 if you live in New Brunswick or Newfoundland.

**4. Rogers Cable TV Service**

**a. Do I have access to on-demand and pay-per-view programming and how will I be charged?**

With your Rogers Cable TV package you have access to certain movies and other programming on an on-demand and pay-per-view basis. These are Pay-Per-Use Services, and a pay-per-use fee will apply to each movie or other such programming that you rent. Current rates and programming will vary from time to time as indicated on the interactive programming guide or at rogers.com. All on-demand and pay-per-view sales are final and not refundable.

**b. How do I add or remove individual television channels or packages?**

You may add or remove channels or packages by contacting us in any of the ways set out in Section 7(a) below. For rates, please refer to current Rogers brochures, visit rogers.com or ask your Rogers representative.

**5. Rogers Home Phone Service**

**a. What additional calling features do I have access to and how will I be charged?**

The following Pay-Per-Use Services are available with Rogers Home Phone. Some of these calling features may be included with your plan; if not, a pay-per-use fee will apply each time you use it (and long distance charges apply if applicable):

- i. Long Distance Calling (charged by the minute);
- ii. Three-Way Calling, which allows you to conference in **2** other callers;
- iii. Call Forwarding, which allows your call to be forwarded to another number;
- iv. Call Trace, which allows you to trace incoming calls;
- v. Call Return-Busy and Call Return-Last;
- vi. Operator and 411 Directory Assistance (a service fee and per-minute charges apply, even if the number you have requested is unlisted).

For more information, including rates, please refer to current Rogers' brochures or visit rogers.com. For more information on how Rogers Home Phone long distance calling is charged, please refer to the Rogers Terms of Service.

## **b. How do I prepare for my Rogers Home Phone installation?**

If the residence where the Rogers Home Phone line will be installed has a home security system, the adult present at the time of installation will need to have the authority to contact and work with the security company to deactivate and reactivate the alarm system.

## **6. Service Outages**

### **a. What is Rogers' policy for residential service outages?**

If any of the services that you've subscribed to under this service agreement are affected by a network outage in your area resulting in total loss of service for **4** consecutive hours or more, then you may request a credit by contacting us in any of the ways set out in Section 7(a) below. The credit will be equal to **1** day of service fees (i.e., monthly service fee of each affected service ÷ # of days in that month) for each day that you experience a network outage described above.

## **7. Additional Information**

### **a. How do I contact Rogers for customer support?**

To contact Rogers regarding your residential services call [1-888-ROGERS1](tel:1-888-ROGERS1) (1-888-764-3771); go online at [rogers.com/contactus](http://rogers.com/contactus) to use our live chat and for more options; or write to Rogers Customer Service, 100 Westmorland Street, Moncton, NB E1C 0G1.

If you have a concern that was not resolved, then we invite you to submit a Share a Concern form (located at [rogers.com/contactus](http://rogers.com/contactus)) and we'll respond within 1 business day. If you're not satisfied with the resolution by one of our management team members, then you also have the option to speak to our Office Of The President or even directly with the Ombudsman office. If after following these steps you are unable to resolve the matter with Rogers, the Commission for Complaints for Telecom-Television Services (CCTS) may be able to help. You can contact them at: [ccts-cprst.ca](http://ccts-cprst.ca) or [1-888-221-1687](tel:1-888-221-1687).

### **b. Where can I find information to help me manage my residential bill?**

For information on tools to help you manage your bill, including notifications on your monthly internet usage allowance and parental controls, please visit [rogers.com](http://rogers.com) or log into your MyRogers account to view details on your actual usage.

### **c. Where can I find information about the Television Service Provider Code?**

For information on the Canadian Radio-television and Telecommunications Commission's (CRTC) Television Service Provider Code, please visit the CRTC website at [crtc.gc.ca/eng/archive/2016/2016-1.htm](http://crtc.gc.ca/eng/archive/2016/2016-1.htm).

## **8. Important Things You Need to Know about Your Service Agreement**

This service agreement must be read with:

- i. any **applicable service agreement you previously entered into with Rogers**;
- ii. the **Rogers Terms of Service, Acceptable Use Policy and Privacy Policy** provided to you and posted at [rogers.com/terms](http://rogers.com/terms);
- iii. any **additional terms and conditions** that may apply to a specific Service that you subscribe to or use; and
- iv. any **Rogers brochure or material describing your Services or products you purchase**.

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

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

- i. authorize Rogers or any other member of the Rogers Communications Inc. organization to obtain information about your credit history and acknowledge that Rogers may provide information to others about your credit experience with Rogers.
- ii. agree that your account information may be disclosed to other members of the Rogers Communications Inc. organization, and to our agents or sub-contractors, authorized dealers and distributors, to service your account, respond to your questions, telemarket (including by way of automatic dialing and announcing devices), and promote additional products and services offered by members of the Rogers Communications Inc. organization. If you do not wish to receive these offers or information, please contact Rogers Customer Service at 100 Westmorland Street, Moncton, NB E1C 0G1 or call [1-888-ROGERS1](tel:1-888-ROGERS1) (1-888-764-3771).
- iii. agree that your account information may be disclosed to third-party companies which provide additional value-added services included with your Services in order to communicate with you about these services.
- iv. confirm that, if you request that we cancel or transfer your internet, television or home phone service(s) from another service provider, you are the account holder of the service or his/her authorized agent. You authorize Rogers to act as an agent on your behalf to contact your current service provider to submit any cancellation or transfer requests.
- v. agree to receive your Agreement, bill and other materials from us in electronic format, including in your MyRogers account inbox, available at rogers.com.
- vi. acknowledge that if you are making a change to your account: (A) any new changes to your account are set out in this service agreement; (B) all other aspects of your service agreement remain the same; and (C) any Services you have removed may no longer be available.