

Rogers One Number Terms & Conditions

Welcome to the *Rogers One Number*™ service (the “**Service**”). **THESE ROGERS ONE NUMBER TERMS & CONDITIONS** (the “**Terms**”) **CONTAIN IMPORTANT INFORMATION ABOUT THE SERVICE, INCLUDING IMPORTANT 9-1-1 LIMITATIONS, DETAILS ABOUT POSSIBLE SERVICE CHARGES AND IMPACTS TO YOUR EXISTING WIRELESS SERVICE FEATURES. PLEASE READ CAREFULLY.**

The Service provides you with the flexibility of managing calls, messaging and contacts from various locations and endpoints under one unique identity based on the telephone number associated with your Rogers wireless phone or wireless home phone (“**Wireless Device**”). The Service is intended for your personal use only, based on a total of 44,640 minutes available in a 31-day month. These Terms govern your use of the Service. If and when you subscribe to the Service, these Terms supplement and are incorporated into the Rogers Terms of Service and Acceptable Use Policy available at rogers.com/terms, and form part of our agreement with you. Unless otherwise defined herein, capitalized terms have the meaning given to them in the Rogers Terms of Service. You acknowledge that you understand and agree to these Terms, as outlined below. You agree to cause all persons who use your Service to observe and comply with these Terms.

1. ROGERS ONE NUMBER REQUIREMENTS AND EQUIPMENT.

a. *Rogers One Number Requirements.*

- i. You must be subscribed to eligible Wireless Device postpaid voice (or postpaid voice and data) service with Rogers, with the applicable plans and/or add-ons, in order to use the Service.
- ii. You must have access to the internet in order to use the Service. Please note that minimum download and upload speeds of at least 100 kbps are necessary to support one voice call using the *Rogers One Number* Webphone, Tablet App or Smartphone App (as defined below). Video calling and other internet traffic such as browsing require additional bandwidth. Please also note that use of the Service may cause you to use additional internet data depending on your internet data usage allowance. Internet service charges, data charges and overage rates (if applicable) apply in accordance with your Rogers or third party internet service and/or data package. If you are using a third party internet service provider or third party mobile carrier to access the *Rogers One Number* Webphone, Smartphone App or Tablet App, you acknowledge that any issues with your internet or data service are not the responsibility of Rogers, and it is your responsibility to resolve any such issues with your internet service provider and/or mobile carrier, as applicable.
- iii. In order to use the *Rogers One Number* Webphone, you must have access to a compatible computer on which you have administrative access so that you can download the *Rogers One Number* Webphone application, and which has applicable speakers, a microphone, and a supported browser and operating system.
- iv. In order to use the *Rogers One Number* Tablet App, you must have access to a compatible tablet device on which you have administrative access so that you can download the Tablet App, and which has a supported operating system.

- v. In order to use the *Rogers One Number* Smartphone App, you must have access to a compatible smartphone device on which you have administrative access so that you can download the Smartphone App, and which has a supported operating system.
- b. ***Rogers One Number* Equipment.** You may continue to use your Wireless Device as usual, and may use one or more of the following tools in connection with the Service (as available):
- i. an internet-based web phone ("**Webphone**") which you access on your computer screen through the *Rogers One Number*-dedicated web site at www.rogersonenumber.ca (the "**Site**");
 - ii. a *Rogers One Number* tablet application ("**Tablet App**") which you access through your compatible tablet device ("**Tablet**"); and/or
 - iii. a *Rogers One Number* smartphone application ("**Smartphone App**") which you access through your compatible smartphone device.
 - iv. Without limiting the generality of the Rogers Terms of Service and Acceptable Use Policy, you may not reverse engineer, decompile, disassemble, translate, reconstruct, transform or extract the *Rogers One Number* Webphone application, Tablet App, Smartphone App or any portion thereof. The *Rogers One Number* Service, including the Webphone, Tablet App and Smartphone App and any intellectual property rights therein (including without limitation all computer code, audio, graphics, multimedia, images, sounds, and text incorporated into the *Rogers One Number* Service) remains our property or that of our licensors, and may only be used for your own personal, non-commercial use and may not be distributed, published, transferred or sold.

2. **9-1-1 EMERGENCY SERVICE. THIS SECTION CONTAINS IMPORTANT INFORMATION ABOUT THE 9-1-1 EMERGENCY SUPPORT ASSOCIATED WITH THE SERVICE. PLEASE READ CAREFULLY.** Dialing 9-1-1 from your Wireless Device will be handled in the traditional manner. However, there are important differences and limitations when dialing 9-1-1 from the *Rogers One Number* Webphone, Tablet App or Smartphone App. By using the Service, you acknowledge and agree to all of the information in this section regarding the limitations of using the Service for dialing 9-1-1. If you are not comfortable with the limitations of the Service's 9-1-1 service, you should have an alternate means of accessing 9-1-1. You agree to inform all people who use your Service of the following limitations and requirements, including members of your family.

a. **Your 9-1-1 Emergency Address.**

- i. When you first sign up for the Service, you will be asked to provide the full address for your most likely location for your *Rogers One Number* Webphone/Tablet App and/or Smartphone App, as applicable (your "**9-1-1 Emergency Address**"). You will also be responsible for updating your 9-1-1 Emergency Address, as applicable. However, even though you have provided your most likely location, because you can move your *Rogers One Number* Webphone, Tablet App and/or Smartphone App to different locations, you must immediately inform the 9-1-1 operator of your location (or the location of the emergency, if different) if you are able to do so. For the purposes of 9-1-1 dialing, you may

only register one 9-1-1 Emergency Address at a time for your *Rogers One Number* Webphone, Tablet App and Smartphone App. Please note that your 9-1-1 Emergency Address must be a location in Canada, and cannot be a location in the United States or an International location.

b. Placing 9-1-1 Calls.

- i. When you dial 9-1-1 from your Wireless Device, your call will route in the traditional manner to the proper Public Safety Answering Point (“**PSAP**”) based on the location you are calling from.
- ii. However, if you dial 9-1-1 using the *Rogers One Number* Webphone, Tablet App or Smartphone App, your call will route through a specialized emergency call centre that handles emergency calls. The emergency call centre will then route your call to the PSAP corresponding to the 9-1-1 Emergency Address on your account, or another PSAP based on the location you have specified to the 9-1-1 operator. Because you can move your *Rogers One Number* Webphone, Tablet App and/or Smartphone App to different locations, and because, for technical reasons, the 9-1-1 operator may not have your name, location or contact information available, any time you dial 9-1-1 using the *Rogers One Number* Webphone, Tablet App or Smartphone App, you must immediately inform the 9-1-1 operator of your location (or the location of the emergency, if different). The 9-1-1 operator will then connect you to the proper PSAP. It is important that you do not hang up unless directly told to do so, and if disconnected, you must immediately dial 9-1-1 again. You should also be prepared to provide your call-back number to the 9-1-1 operator.
- iii. If you are using the Smartphone App and you need to dial 9-1-1, you should place the 9-1-1 call from your native dialer (e.g., your wireless phone) rather than through the Smartphone App so that your call will route in the traditional manner to the proper PSAP based on the location you are calling from. If you use the Smartphone App to dial 9-1-1, and you move out of wi-fi or mobile network range or have no wi-fi or mobile network connection, your call to 9-1-1 will not be successful, will drop or will terminate and the specialized emergency call centre and/or PSAP will not have any method of re-connecting with you. In this event, your 9-1-1 call will not be re-connected, even if your wi-fi or mobile network connection is subsequently restored or you move back into wi-fi or mobile network range. **If you need to dial 9-1-1 from your smartphone while using the Smartphone App, you should close the Smartphone App and use your native wireless phone dialer to dial 9-1-1.**

- c. **Accuracy of Information.** You agree to provide true, accurate, current and complete 9-1-1 Emergency Address and other information to Rogers, and are responsible for maintaining and updating the 9-1-1 Emergency Address information on your account. If you do not update your 9-1-1 Emergency Address and you do not correctly identify the location of the emergency, 9-1-1 calls you make with the *Rogers One Number* Webphone, Tablet App and/or Smartphone App will be routed based on your previously provided 9-1-1 Emergency Address and therefore may be routed to the incorrect PSAP for the emergency location. You may update your 9-1-1

Emergency Address online by logging into your account through the Site, logging into *My Rogers* at www.rogers.com, by calling 1-888-ROGERS1 (764-3771) or directly through your Tablet App or Smartphone App. Please note that the database may take a few hours to reflect any changes you submit, and that you may not be able to update your 9-1-1 Emergency Address on *My Rogers* or by calling in during the following times: 2:00-6:00am Eastern Time (“ET”), and Saturday at 10:00pm–Sunday at 12:00pm ET. Please also note that when you register or update your 9-1-1 Emergency Address, it will be validated for accuracy through a Canada Post and PSAP validation service. If the validation service is not able to recognize the proposed 9-1-1 Emergency Address that you provided, you will be provided with a recommendation for correction of the 9-1-1 Emergency Address. If you choose to override the recommendation provided, please be aware that your 9-1-1 Emergency Address will be manually updated the next business day. Therefore, in the event of an emergency, you may not have a 9-1-1 Emergency Address in the database until the end of the next business day. It is strongly encouraged that you always have an alternate means of accessing 9-1-1.

- d. **Connection Time and Technical Difficulties.** For technical reasons associated with the possibility of network congestion with the Service, there is a possibility that your 9-1-1 call will produce a busy signal or will take longer to answer as compared to traditional 9-1-1 calls. The 9-1-1 service will not function if the system access equipment fails or is not configured correctly or if your Service is not functioning for any reason, including but not limited to, a power outage, broadband service outage or suspension, internet congestion or disconnection, mobile network outage or disconnection of your Service because of billing issues or your breach of your Service Agreement. If there is an outage, you may be required to reset or reconfigure the system access equipment prior to being able to use the Service.
- e. **Service Features Not Available for 9-1-1 Calling.** Please note that the following Service features will not be available for 9-1-1 calling: T9-1-1 Service (you cannot communicate with 9-1-1 operators via text message for deaf, hard of hearing or speech impaired users); Pull Call (you cannot pull a call to another device while on a 9-1-1 call); Call Transfer (you cannot transfer a 9-1-1 call or transfer another call to 9-1-1); Conference Call (a 9-1-1 call cannot be included in a conference call); Call Forwarding (you cannot forward calls to 9-1-1); and Call Broker (a 9-1-1 call cannot be connected through Call Broker). In addition, you will not be able to put a 9-1-1 call on hold.

3. **INCOMPATIBLE FEATURES AND USE OF MULTIPLE TYPES OF EQUIPMENT.**

- a. **Incompatible Features.** The following Rogers features are incompatible with the Service (the “**Incompatible Feature(s)**”): Alternate Line Service (ALS); Rogers Home Phone Common Voicemail; DataCom; and Wireless Priority Service. If you currently subscribe to any of the Incompatible Features, you should not activate the Service unless you have removed the Incompatible Feature(s) from your Rogers account. The Incompatible Features will not work properly with the Service, or will cause the Service to not work properly.

b. **Using Multiple Types of Equipment.** You may be logged into your *Rogers One Number* account on only one device at any one time out of your Webphone, Tablet App or Smartphone App. For example, if you are logged into your *Rogers One Number* account on your Tablet App and you subsequently log into your *Rogers One Number* account on your Smartphone App, you will be logged off on your Tablet App (and vice versa).

4. **SERVICE CHARGES.** NOTWITHSTANDING ANY OTHER PROVISION IN THESE TERMS, WHEN USING YOUR WIRELESS DEVICE (WHETHER OR NOT IN CONNECTION WITH THE SERVICE), ALL WIRELESS USAGE (INCLUDING BUT NOT LIMITED TO AIRTIME, DATA, LONG DISTANCE, ROAMING AND PAY-PER-USE CHARGES) WILL BE CHARGED AS PER YOUR WIRELESS PLAN AND CURRENT PAY-PER-USE WIRELESS RATES, AS APPLICABLE. IN ADDITION, WHEN USING THE *ROGERS ONE NUMBER* WEBPHONE, SITE, TABLET APP OR SMARTPHONE APP, YOU WILL REQUIRE INTERNET ACCESS, WI-FI ACCESS, MOBILE NETWORK ACCESS AND/OR DATA AND MAY USE ADDITIONAL INTERNET DATA AND/OR DATA DEPENDING ON YOUR INTERNET DATA AND/OR DATA USAGE ALLOWANCE; INTERNET SERVICE CHARGES, DATA USAGE CHARGES, ROAMING CHARGES AND Overage RATES (IF APPLICABLE) APPLY IN ACCORDANCE WITH YOUR ROGERS OR THIRD PARTY INTERNET SERVICE PACKAGE AND/OR SMARTPHONE OR TABLET DATA PACKAGE. WHEN USING THE *ROGERS ONE NUMBER* WEBPHONE, TABLET APP OR SMARTPHONE APP IN CONNECTION WITH THE SERVICE, CERTAIN DIFFERENT SERVICE RATES APPLY FOR CALLING AND MESSAGING AS FOLLOWS:

a. **Service Charges for the *Rogers One Number* Webphone, Tablet App and Smartphone App.** When using a *Rogers One Number* Webphone, Tablet App or Smartphone App to make a voice call or a video call (video calls described further in section 5 below) to any Canadian number, or to send a message to any Canadian wireless number, the call or message is included as part of the Service, and you will not incur airtime, pay-per-use or long distance calling or outgoing messaging charges. In addition, incoming voice calls and video calls to a *Rogers One Number* Webphone, Tablet App or Smartphone App are included as part of the Service and you will not incur airtime, pay-per-use or long distance calling charges. However, as noted above, internet service charges, data usage charges and overage rates (if applicable) will apply in accordance with your Rogers or third party internet service package and/or smartphone or tablet data package or plan. Incoming messages to a *Rogers One Number* Webphone, Tablet App or Smartphone App will also still be sent to your wireless phone and will be charged as per your wireless plan and current pay-per-use rates, as applicable. If you are a wireless home phone subscriber, incoming messages to a *Rogers One Number* Webphone, Tablet App or Smartphone App will not be sent to your wireless home phone as it does not have text message functionality.

b. **Data and Roaming Charges.** Since the Service will always assume that calls made and messages sent from your *Rogers One Number* Webphone, Tablet App or Smartphone App have been made/sent from your Wireless Device's local calling area, you will not incur voice roaming charges for these calls or messages, regardless of where you are in the world. However, usage of the Tablet App or Smartphone App, including usage when you have exceeded your tablet or smartphone's data package or plan, or when you are outside of Canada (e.g., outside of the

Rogers network), may incur data and data roaming charges, depending on your data and roaming plan or package and whether or not you are using Wi-Fi to access the Tablet App or Smartphone App.

- c. **Long Distance on the *Rogers One Number* Webphone, Tablet App and Smartphone App.** Regardless of where you are in the world, when using the *Rogers One Number* Webphone, Tablet App and/or Smartphone App to make a call or send a message (as applicable) to any destination outside of Canada, you will not incur wireless airtime charges or deplete any messaging allotment included in your wireless plan, but you will incur long distance charges, data charges and/or roaming charges, as applicable. Regardless of where you are in the world, your calls and messaging on your *Rogers One Number* Webphone, Tablet App and/or Smartphone App will be defined as long distance based on the local calling area associated with your Wireless Device (taking into account the applicable Service inclusions noted in section 4(a)). In other words, the Service allows you to use the *Rogers One Number* Service from any destination (if you meet the *Rogers One Number* requirements noted above), but will always assume that you are making/receiving a call, or sending/receiving a message, from your Wireless Device's local calling area.
 - d. **Long distance pay-per-use rates for the *Rogers One Number* Webphone, Tablet App and Smartphone App may vary from regular Rogers wireless and wireless home phone long distance pay-per-use rates.** Long distance add-ons for the *Rogers One Number* Webphone, Tablet App and Smartphone App may be available from time to time. For more information on pay-per-use long distance rates and long distance add-ons for the Service, please visit www.rogers.com.
5. **VIDEO CALLING.** The Service allows you to make and receive video calls on a *Rogers One Number* Webphone, Tablet App or Smartphone App, provided that you are connecting with either: (i) another *Rogers One Number* subscriber on his or her *Rogers One Number* Webphone, Tablet App or Smartphone App; or (ii) a Rogers customer with a Rogers video calling capable wireless phone. When making or receiving a video call with the Service, you will incur charges in accordance with section 4 (even if the person you are calling receives the call as a voice call only): if you use your wireless phone to make or receive a video call, you will incur regular video calling charges at the current wireless pay-per-use rates; if you use a *Rogers One Number* Webphone, Tablet App, or Smartphone App to make or receive a video call, you will incur charges in accordance with sections 4(a), 4(b) and 4(c) as applicable.
 6. **LOCATION-BASED CALLS.** Certain types of calls that are location-based while using your Wireless Device will not be location-based when using a *Rogers One Number* Webphone, Tablet App or Smartphone App from outside your Wireless Device's local calling area. Rather, as with long distance, the Service will assume that you are making the call from your Wireless Device's local calling area. As such, you will reach service centres and receive information associated with your

Wireless Device's local calling area. These calls include 311 (City Services); 511 (Traffic Reporting); and 811 (Health Services).

7. **PULL CALL.**

a. **Availability.** The Service's "Pull Call" feature allows you to seamlessly "pull" an active call to your Wireless Device, *Rogers One Number* Webphone, Tablet App or Smartphone App from any other of these devices, **provided that you are within Canada**. Under the following very limited circumstances (and depending on the local carrier), you may be able to use the Pull Call feature while outside of Canada:

- i. You may be able to use the Pull Call feature in the event that you **receive** a call on your wireless phone while outside Canada, and wish to pull the call to a *Rogers One Number* Webphone, Tablet App or Smartphone App.
- ii. You may be able to use the Pull Call feature while outside Canada to pull a call to your wireless phone; **PLEASE NOTE THAT IF YOU SUCCESSFULLY PULL A CALL TO YOUR WIRELESS PHONE WHILE ROAMING OUTSIDE CANADA, YOU WILL INCUR ROAMING CHARGES AND ANY OTHER APPLICABLE WIRELESS CHARGES.**

b. **Service Charges when using Pull Call.** When using the Pull Call feature, you will incur airtime, long distance and/or roaming charges (as applicable) for each portion of the call in accordance with the device you are using during that portion of the call. In other words, you will incur applicable wireless phone charges for the portion(s) of the call during which you are using your wireless phone, and will incur any applicable *Rogers One Number* Webphone, Tablet App or Smartphone App charges for the portion(s) of the call during which you are using those devices. For example, if you were to use the Pull Call feature to pull a call to your wireless phone from your *Rogers One Number* Webphone, you would start incurring regular wireless phone charges from the time you start using your wireless phone (as with regular wireless phone charges, local and long distance airtime charges are rounded up to the next full minute, and a one-minute minimum charge applies for all made or received calls on your wireless phone). Prior to the time you pulled the call, you were incurring any charges applicable to the use of the *Rogers One Number* Webphone as described in section 4.

8. **CALL FORWARDING, WIRELESS CALL MANAGER AND CALL CONTROL.** When you sign up for the Service, you will lose the ability to forward calls in the traditional manner from your Wireless Device and you will lose the ability to use wireless *Call Manager*[™], and these services will be automatically disabled. However, with the Service you will have access to enhanced call management features through Call Control, including call forwarding. You will only be able to assign call rules to a United States or Canadian number (not International numbers). When using Call Control, you will incur charges in accordance with sections 4(a) and 4(c). In the event that the Service is removed from your account, traditional call forwarding and wireless *Call Manager* will be automatically re-enabled on your account, along with any applicable fees for those services. Please note that in order to take advantage of the features noted in this section, you must first register for *Rogers One Number* at the Site, and download any applicable applications.

9. **CONFERENCE CALLS.** The Conference Call feature allows you to support a six (6) party voice conference when using your *Rogers One Number* Webphone, Tablet App or Smartphone App.
10. **ACCESS TO E-MAILS AND MESSAGES.**
- a. **E-mails.** Through the Site, you will be able to access a certain number of your third party e-mail accounts (available third party e-mail providers will be specified on the Site), and you will be able to add or remove such e-mail accounts at any time. You will still be able to view and manage your e-mails through your third party e-mail account in accordance with your third party e-mail provider's current e-mail management policies. However, you will only be able to view your e-mails through the Site for a limited period of time from the date on which you send or receive them before they will be removed from the Site. In addition, depending on which third party e-mail provider(s) you use, deleting an e-mail through the Site may result in the e-mail being placed in the "Trash" (or equivalent) folder in your third party e-mail account. Finally, you may receive "error" messages through the Site if there are technical issues with sending or receiving e-mails, or if other issues arise with your e-mail; however, you acknowledge that any such issues are not the responsibility of Rogers, and it is your responsibility to resolve any such issues with your third party e-mail provider.
 - b. **Messaging.** To the extent that you are able to view your messages through the *Rogers One Number* Webphone, Site, Tablet App or Smartphone App, you will only be able to view them for a limited period of time from the date on which you send or receive them. However, you will still have access to messages and call logs that are stored on your wireless phone in accordance with your regular call management practices.
11. **SMARTPHONE APP CALL RULES.** While you are using your Smartphone App to receive a call, any incoming call on your wireless phone will interrupt your call on the Smartphone App. While your Smartphone App is active and you receive an incoming call, both your wireless phone and Smartphone App will notify you of the incoming call and you may choose to answer the incoming call through your wireless phone or your Smartphone App. If you choose to answer the incoming call through your wireless phone, your regular wireless phone charges, local and long distance airtime charges will apply. If you choose to answer the incoming call through your Smartphone App, you will incur any charges applicable to the use of the Smartphone App as described in section 4 above.
12. **REGISTRATION ON THE SITE.** Please note that you may not be able to complete first-time registration on the Site during the following hours: 2:00-6:00am ET, and Saturday at 10:00pm–Sunday at 12:00pm ET. If you are having difficulties registering for the Site during the time periods noted above, please try again later.
13. **SERVICE DEACTIVATION.**
- a. **The Site, *Rogers One Number* Webphone, Tablet App or Smartphone App.** In the event that your access to the Service through the Site, the *Rogers One Number* Webphone, Tablet App

and/or Smartphone App is deactivated for any reason whatsoever, you acknowledge that such aspects of the Service will be removed from your account, and all previously stored information on the Site, the *Rogers One Number* Webphone, Tablet App and/or Smartphone App will be deleted (including e-mails and messages), and will no longer be available through the Site, Webphone, Tablet App and/or Smartphone App.

- b. **Your Inactivity on the Site, the *Rogers One Number* Webphone, Tablet App or Smartphone App.** If you do not use the Site, the *Rogers One Number* Webphone, Tablet App and/or Smartphone App for a period of 90 days or longer, you acknowledge that we reserve the right to deactivate your access to the Service through the Site, the *Rogers One Number* Webphone, Tablet App and/or Smartphone App, and remove such aspects of the Service from your account. Any such deactivation will be subject to section 13(a) above.
- c. **Smartphone App and Tablet App Uninstallation.** You may uninstall and/or reinstall your Smartphone App and/or Tablet App without any impact to your *Rogers One Number* account registration. If you uninstall the Smartphone App from your smartphone and/or the Tablet App from your tablet, this will not remove the Service. To remove the Service, you must contact Rogers support or log in to your *My Rogers* account on www.rogers.com.
- d. **Lost or Stolen Smartphone.** If you call Rogers to report your smartphone as lost or stolen, or you have suspended it online through www.rogers.com, the Smartphone App will be disabled.