



Area WIRELESS Terms of Service Agreement

Context

- A. Area WIRELESS is being made available to REALTORS® and unlicensed professionals working at real estate organizations and brokerages and their immediate families.
- B. Area WIRELESS contains various plan tiers (“**Tiers**”), that the above-mentioned persons can subscribe for, which are primarily supplied by Rogers in accordance with the Master Agreement. There are differences between the Tiers in terms of features, Roaming, data-availability, scope and charges.
- C. You, the User, wish to obtain access to Area WIRELESS and the Services, which shall be on the terms, conditions, obligations, covenants, warranties, liabilities, indemnities, releases, waivers and responsibilities as set out in this Agreement.

THEREFORE in consideration of the provision of access to Area WIRELESS and the Services, mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions and Interpretation

1.1. In this Agreement, the following terms have the following meanings:

- 1.1.1. ‘**Affiliates**’ has the meaning as defined in the Business Corporations Act (Alberta).
- 1.1.2. ‘**Agreement**’ means this Agreement and all schedules attached hereto, which are hereby incorporated by reference, each as amended from time to time by Services Corp.
- 1.1.3. ‘**Area WIRELESS**’ is the various Tiers and plans of wireless service offered to Users, through the Services Corp Account, and supplied by Rogers, Roaming Providers, the providers of Third Party Services, and any other person.
- 1.1.4. ‘**CASL**’ means An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities (Canada), S.C. 2010, c. 23, and its regulations, each as amended from time to time (commonly known as Canada’s Anti-Spam Legislation).
- 1.1.5. ‘**Charges**’ has the meaning given to that term in Section 19.3 herein.
- 1.1.6. ‘**Claims**’ means, in respect of any matter, any and all liabilities (under statute or



otherwise), obligations, claims (including direct or indirect claims), suits, demands, actions, proceedings, obligations, losses, damages, penalties, interest, judgements, settlements, costs, expenses, fines and disbursements of whatever kind or nature and howsoever arising (including, without limitation, all legal (on a solicitor and own client full indemnity basis) and all other fees and disbursements).

1.1.7. ‘**Commitment Period**’ has the meaning given to that term in Section 6.1.7 herein.

1.1.8. ‘**Device**’ is the tool used to access the Services.

1.1.9. ‘**Device Fee**’ is a combination of the cost of the Device, plus all relevant taxes and the applicable Program Fee, paid over the Commitment Period of the Device Payment Program.

1.1.10. ‘**Device Payment Program**’ means, a program available to User, when approved by Service Corp, where a User who purchases a Device pays for the Device, by way of the Device Fee, over a Commitment Period, rather than as a single lump sum payment on delivery of the Device, all as particularized in Section 6 herein.

1.1.11. ‘**Extended Coverage**’ has the meaning given to that term in Section 10.1 herein.

1.1.12. ‘**Force Majeure**’ has the meaning given to that term in Section 26.1 herein.

1.1.13. ‘**Governmental Authority**’ means any Canadian or foreign (including national, supranational, federal, provincial, territorial, regional, state, or local) governmental or regulatory agency, bureau, board, body, commission, commissioner, court, department, minister, tribunal, arbitration body, authority, organization or instrumentality, to the extent having jurisdiction over the relevant matter, including securities exchanges and quasi-governmental entities.

1.1.14. ‘**Identifier**’ has the meaning given to that term in Section 13.1 herein.

1.1.15. ‘**including**’ means including but without limiting the generality of the foregoing, unless the context otherwise expressly provides, such as ‘including only’, and ‘**includes**’ has a corresponding meaning.

1.1.16. ‘**Indemnitees**’ includes Services Corp, Services Corp Affiliates (which includes without limitation The Alberta Real Estate Association), Rogers, Rogers Affiliates and all their respective directors, officers, shareholders, contractors, employees and agents.



- 1.1.17. **‘Indemnities Liability Limit’** has the meaning given to that term in Section 24.3 herein.
- 1.1.18. **‘Installments’** has the meaning given to that term in Section 6.1.7 herein.
- 1.1.19. **‘Interest’** has the meaning given to that term in Section 19.4 herein.
- 1.1.20. **‘Invoice’** has the meaning given to that term in Section 19.3 herein.
- 1.1.21. **‘Laws’** means all applicable federal, state, provincial, local or foreign laws, constitutions, statutes, codes, rules, common law, regulations, ordinances, executive orders, decrees, directives or edicts (to the extent such edicts have the force of law) by a Governmental Authority.
- 1.1.22. **‘Master Agreement’** means the master agreement between Services Corp and Rogers for Rogers provision of Area WIRELESS.
- 1.1.23. **‘Marketing Communications’** has the meaning given to that term in Section 5.5 herein.
- 1.1.24. **‘Payment Date’** has the meaning given to that term in Section 19.3 herein.
- 1.1.25. **‘Parties’** means Services Corp and the User and **‘Party’** means either one of them.
- 1.1.26. **‘Policy Documents’** means Services Corp and Rogers policy documents referred to in this Agreement, relating directly or indirectly to the Services, Area WIRELESS, or other matters addressed in this Agreement.
- 1.1.27. **‘Porting’** has the meaning given to that term in Section 13.1 herein.
- 1.1.28. **‘Program Fee’** means for a User who purchases a Device on a Device Payment Program, pursuant to Section 6, herein: (i) before July 1, 2025, then a 5.5% fee on the cost of the Device, or (ii) after July 1, 2025, then a 0% fee on the cost of the Device.
- 1.1.29. **‘Roaming’** has the meaning given to that term in Section 11.1 herein.
- 1.1.30. **‘Roaming Providers’** has the meaning given to that term in Section 11.1 herein.
- 1.1.31. **‘Rogers’** is Rogers Communications Canada Inc.
- 1.1.32. **‘Rogers Suspension or Cancellation’** has the meaning given to that term in Section 20.1 herein.



- 1.1.33. **‘Rogers Wireless Network’** has the meaning given to that term in Section 7.3 herein.
- 1.1.34. **‘Service Area’** has the meaning given to that term in Section 7.4 herein.
- 1.1.35. **‘Service Communications’** has the meaning given to that term in Section 5.5 herein.
- 1.1.36. **‘Services’** are the mobile voice, data and related services provided , to User,on an Area WIRELESS plan on the Services Corp Account, whether by Rogers or otherwise. For certainty, any materials the User accesses through the internet, or downloads, do not form part of the Services.
- 1.1.37. **‘Services Corp’** is AREA Real Estate Services Corporation.
- 1.1.38. **‘Services Corp Account’** is the corporate account with Rogers through which the Services are provided.
- 1.1.39. **‘Services Corp Account Changes** has the meaning given to that term in Section 4.2 herein.
- 1.1.40. **‘Services Corp Equipment’** means all material, equipment and software required for User to use the Services and made available to User by Services Corp, and any other equipment used by Services Corp in the provision of the Services, provided however, it shall not include products purchased by User under this Agreement pursuant to Section 6 (but only after the Device has been paid in full, whether by a single payment or when the Device Fee has been paid in full by User).
- 1.1.41. **‘Services Corp IP’** has the meaning given to that term in Section 178.1 herein.
- 1.1.42. **‘Services Corp Suspension or Cancellation’** has the meaning given to that term in Section 21.1 herein.
- 1.1.43. **‘Substitute Services’** has the meaning given to that term in Section 8.1 herein.
- 1.1.44. **‘Termination Date’** has the meaning given to that term in Section 22.1 herein.
- 1.1.45. **‘Third Party Services’** has the meaning given to that term in Section 12.1 herein.
- 1.1.46. **‘Tiers’** has the meaning given to that term in the recital to this Agreement.
- 1.1.47. **‘Updates’** has the meaning given to that term in Section 4.1 herein.



1.1.48. ‘**User**’ is the counterparty (counter to Services Corp) to this Agreement and being the person or entity that is responsible for the use of the Services.

1.1.49. ‘**User Information**’ has the meaning given to that term in Section 5.1 herein.

1.1.50. ‘**User Termination Date**’ has the meaning given to that term in Section 22.2 herein.

1.1.51. ‘**WI-FI Calling**’ has the meaning given to that term in Section 10.5 herein.

1.1.52. ‘**Wireless Code**’ means the Wireless Code established by the Canadian Radio-television and Telecommunications Commission, as amended or replaced from time to time.

1.2. Other capitalized terms defined throughout this Agreement shall have the corresponding meaning.

1.3. The following schedules are attached hereto and form part of this Agreement:

1.3.1. Schedule 1- *Your Area WIRELESS Plan*

2. Agreement

2.1. This Agreement is between the User and Services Corp, a corporation duly incorporated under the laws of Alberta.

2.2. This Agreement, including all schedules attached hereto, and all Policy Documents, as applicable, set out the full and complete agreement between Services Corp and the User regarding the Services, Area WIRELESS, User Information, Roaming, Third Party Services and other subject matter hereof and supersede all prior or contemporaneous agreements or understandings of any kind, whether written or oral. There are no warranties, representations, covenants or agreements between Services Corp and the User except as specifically set forth or referred to in this Agreement. Separately collected consent to receive Marketing Communications is not affected by this Section 2.2.

2.3. By using the Services, the User accepts and agrees to abide by this Agreement.

3. Services

3.1. Services Corp, using Services Corp’s Account, will make available the Services to the User through Area WIRELESS at the rates and with the features of the Tier selected by the User, as set out at Schedule 1: Your Area WIRELESS Plan, all in accordance with the terms and conditions of this Agreement. Services, including rates, countries, features, charges, add-ons, network availability, roaming availability, fair use policies and eligibility are set by Rogers and are subject to change, or cancellation, without notice.

3.2. User acknowledges, accepts and agrees that Services Corp does not personally manufacture,



supply, provide, store, protect, secure or have possession or control over the Devices, Services, Rogers Wireless Network, User Information, Extended Coverage, WI-FI Calling, Roaming, Third Party Services, Identifiers, Porting, Substitute Services, Services Corp Equipment, equipment owned by Rogers or anything else received, obtained, disclosed, stored, utilized or accessed under Area WIRELESS or this Agreement, and, as a result, User: (i) acknowledges, accepts and agrees Services Corp makes no representation, warranty or guarantee regarding the foregoing, including without limitation in relation to fitness, merchantability, intended purpose, functionality, non-infringement, absence of harm, non-disclosure, safekeeping, availability, continued availability, non-cancellation or termination, or any other representation, warranty or guarantee, whatsoever, and (ii) indemnifies, releases and holds harmless the Indemnitees for any Claims or liability related, directly or indirectly, to the foregoing, all as more particularly set out in this Agreement.

4. Changes

- 4.1. Services Corp may amend, restate, supplement or replace this Agreement, including but not limited to any provision in the body of this Agreement and any schedule, and any Policy Documents, at any time (the “**Updates**”). Rogers may also make Updates without notice. Notice of the Updates will be by way of posting the Agreement, containing the Updates, or the revised Policy Documents to the Services Corp webpage for Area WIRELESS and, where practical, by a Service Communication sent to the User by email, SMS/text message or the User’s account portal, and will be done in a reasonable period after the later of: (i) Updates coming into effect, and (ii) Services Corp learning of the Updates. All Updates that result in increases to fees and charges applicable to User will be communicated to User by email concurrent with coming into effect. Services Corp is under no obligation to communicate Updates to User except as set out in this Section 4.1. If the User does not accept the Updates, they may cancel the Services. If the User does not cancel the Services, the continued use of the Services is taken as acceptance of the Updates. Notices of Updates are Service Communications and may also be sent to the User by email, SMS/text message or the User’s account portal.

- 4.2. As the account holder of the Services Corp Account, Services Corp reserves the right to make decisions, in its sole and unfettered discretion and without consultation with User, respecting the Services Corp Account that impact the User, Area WIRELESS, Services or otherwise (“**Services Corp Account Changes**”). Rogers may also make Services Corp Account Changes without notice. Notice of the Services Corp Account Changes will be by way of posting notice of the Services Corp Account Changes to the Services Corp webpage for Area WIRELESS and, where practical, by a Service Communication sent to the User by email, SMS/text message or the User’s account portal, and will be done in a reasonable period after the later of: (i) Services Corp Account Changes coming into effect, and (ii) Services Corp learning of the Services Corp Account Changes. All Services Corp Account Changes that result in increases to fees and charges applicable to User will be communicated to User by email concurrent with coming into effect. Services Corp is under no obligation to communicate Services Corp Account Changes to User except as set out in this Section 4.2. If the User does not accept the Services Corp Account Changes, they may cancel the Services. If the User does not cancel the Services, the continued use of the Services is taken as acceptance of the Services Corp Account Changes. Notices of



Services Corp Account Changes are Service Communications and may also be sent to the User by email, SMS/text message or the User's account portal.

5. User Information and Communications

- 5.1. User registration for, and management of, the Services will be handled by Services Corp. The User warrants that any information provided to Services Corp, or anyone else, by or on behalf of User, to register for the Services, or updates while this Agreement is in effect (the “**User Information**”), is true, correct, complete and appropriately approved for disclosure. User consents to Services Corp's use, collection and retention of User Information, required from time to time by Services Corp such as name, phone number, address, credit card information and usage details, in order to assist with the administration and management of Area WIRELESS, the Services and the User's account. User Information includes a valid email address and, where the User receives text messages, a current Canadian mobile phone number, which the User must keep current in accordance with Section 19.1. Services Corp uses the contact information in User Information to send Service Communications.
- 5.2. Notwithstanding any other term or condition contained in this Agreement, the User consents to Services Corp and Rogers accessing and sharing the User Information, in their possession, in order to monitor the User's use of the Services or for management of Area WIRELESS.
- 5.3. User Information will be stored and secured by third party data storage companies. Indemnitees do not provide any representation, warranty or covenant to User regarding the storage, protection or security of User Information. User provides User Information to enter this Agreement and gain access to Area WIRELESS, Services, or otherwise, at its sole liability, risk and expense. Indemnitees are not responsible or liable for the storage or security of User Information in any way, or to any extent.
- 5.4. The User hereby authorizes Services Corp to obtain information about the credit history of the User and acknowledges that Services Corp may provide information to credit bureaus about the User's credit experience with Services Corp.
- 5.5. Services Corp communicates with Users electronically in two streams: (i) communications generally relating to the administration, provision, billing, support, security or management of Area WIRELESS, the Services, the User's account, a Device or this Agreement (the “Service Communications”); and (ii) optional commercial electronic messages (as defined in CASL) promoting plans, Tiers, add-ons, Devices, products, services, offers, promotions or programs of Services Corp or any other person (the “Marketing Communications”).
- 5.6. Services Corp, and Rogers or other persons acting in connection with Area WIRELESS, may send Service Communications to the User by email, SMS/text message, telephone call, voice message, the User's account portal, Device notification, mail, posting to the Services Corp webpage for Area WIRELESS or other electronic means, using the contact information on the



User's account. Service Communications include, without limitation, communications about: registration, activation, migration and Porting; Invoices, Charges, payments, declined or expired payment methods, amounts owing and collections; Updates, Services Corp Account Changes, Substitute Services and other changes to the Services, Tiers or Policy Documents; usage, data-speed, Roaming and Extended Coverage notifications, and any notification required under the Wireless Code; service interruptions, maintenance and coverage changes; Devices, Device Fees, warranties, recalls, safety, security and fraud prevention; suspension, cancellation, termination and reactivation; and notices required or permitted by applicable Laws or this Agreement.

- 5.7. Service Communications are sent for account, service and administrative purposes. As Service Communications are required to provide and administer Area WIRELESS, the User cannot opt out of receiving them, except where required by applicable Laws. A withdrawal of consent to Marketing Communications, or an unsubscribe request, does not apply to Service Communications.
- 5.8. Entering into this Agreement, using the Services or providing contact information does not, by itself, constitute consent to receive Marketing Communications, and obtaining or using Area WIRELESS or the Services is not conditional on the User consenting to receive Marketing Communications.
- 5.9. The User may withdraw consent to Marketing Communications at any time, at no cost, by using the unsubscribe mechanism included in each Marketing Communication or by contacting Services Corp using the contact information in Section 27.3 or Schedule 1. Withdrawing consent does not affect the User's Services, Charges or this Agreement, or the sending of Service Communications.

6. Purchasing a Device

- 6.1. The User may, at any time and subject to the subject purchase being permitted by Services Corp in its sole discretion, purchase a Device through, and compatible with, the Services Corp Account and, further in such regard:
 - 6.1.1. Devices will be new, unless otherwise indicated.
 - 6.1.2. Devices will come unlocked or have an unlock code sticker/identifier on the box.
 - 6.1.3. Any warranties received from the Device manufacturer will be passed onto the User. The User acknowledges that any attempt to repair, service or tamper with the Device by a person other than the Device provider specified by Services Corp on initial purchase or the applicable manufacturer may invalidate the manufacturer's warranty and may result in an impaired User experience.
 - 6.1.4. The User assumes the risk of loss and damage to any Device purchased. Upon delivery of a Device to the User, Services Corp will be considered to have carried out their obligations relating to the Device under the terms of this Agreement and Services Corp will be released



of all risk and liability.

- 6.1.5. Any software included with the Device purchased is licensed strictly in accordance with the terms provided by the original manufacturer.
- 6.1.6. Indemnitees are not liable for and is released and indemnified by User for any issues with the Device whatsoever, as well as its delivery.
- 6.1.7. The User will be responsible for all costs associated with the purchase of a new Device. The User will pay the full purchase price for the Device on delivery, or as otherwise required by Services Corp, in which case title to the Device will pass to the User at that time, or, subject to the approval of Services Corp, in its sole discretion, the User may participate in the Device Payment Program and pay the purchase price for the Device over a period of up to 36 consecutive months (the "**Commitment Period**") with 0% down payment and by way of monthly Device Fee installments to Services Corp ("**Installments**"), with each of the Installments being equal to the Device Fee dividend by the Commitment Period. Further to the foregoing, if the User purchases a Device on the Device Payment Program:
 - 6.1.7.1. the User will pay the Installments on top of, and concurrently with, all other amounts owing by the User under this Agreement, for so long as any Device Fee remains outstanding;
 - 6.1.7.2. the Device Fee (and the duration of the Commitment Period) will be communicated at the time of purchase to the User. The first month in which the Installments will be charged will be the first month following delivery of the Device;
 - 6.1.7.3. title to the Device will transfer from Services Corp to the User upon payment in full of the Device Fee and all related charges and fees (e.g. Interest, if applicable);
 - 6.1.7.4. until title to the Device passes from Services Corp to the User, the User shall not sell, lease, mortgage, transfer, assign or encumber the Device;
 - 6.1.7.5. notwithstanding any other term or condition in this Agreement, should this Agreement terminate, for any reason, prior to the expiration of the Commitment Period, the User will pay the remainder of the Device Fee, accelerated, due and payable immediately upon Invoice, which shall automatically be paid by the credit card on file for the User, and if there is any issue with charging the credit card for the full amount, Interest shall accrue; and
 - 6.1.7.6. if the user wishes to pay out the remaining balance of the Device Fee, in its entirety, before the end of the Commitment Period, the entirety of the Device Fee is due and payable as if the Device Fee had been paid over the duration of the Commitment Period.



6.1.8. The User acknowledges, accepts and agrees, in relation to any Device:

6.1.8.1. at all times User shall be responsible for the loss of or damage to the Device and, regardless of such occurrence, continue to be responsible to pay in full for the Device, including the Device Fee;

6.1.8.2. the User, at all times, shall use the Device in accordance with all of the terms and conditions set out in this Agreement and all Laws, as applicable; and

6.1.8.3. the User indemnifies, releases and holds harmless the Indemnitees for any Claims related to the Devices, regardless of title.

6.1.9. If the User cancels an order for a Device prior to the delivery or performance of the order, a restocking fee of 15% of the Device cost will be charged to and paid by the User.

6.1.10. Device Return/Exchange Policy:

6.1.10.1. If a User is not 100% satisfied with the Device they can contact Services Corp to initiate a return or exchange:

6.1.10.1.1. Devices must be returned within 15 days of the shipping date to the User; and

6.1.10.1.2. If a Device is returned with visible signs of damage or use, or the Device is not received within the 15 day window, then an early cancellation fee may apply, and some or all of the amount paid for the Device may not be reimbursed.

6.1.10.2. Any defective Device returns must be authorized by Services Corp and the Rogers technical support team (facilitated through Services Corp):

6.1.10.2.1. Defective Devices must be returned within 30 days of the shipping date to the User;

6.1.10.2.2. If the Device is not working properly please call the Rogers technical support team at 1-888-ROGERS1 (1-888-764-3771); and

6.1.10.2.3. once the Device is received, please allow up to 10 days for us to process your return and issue a refund.

7. Rogers

7.1. The Services start when the User's line is activated by Rogers and a Rogers SIM card is put into the User's Device or, in the case of existing Rogers customers, when the User's line is migrated



to the Services Corp Account by Rogers.

- 7.2. The User may only use a Rogers SIM card in a Rogers approved Device or other hardware which has been approved by Rogers.
- 7.3. The Services will be provided using the Rogers-owned wireless transmission facilities (the "**Rogers Wireless Network**"). The User acknowledges and agrees that Rogers has the right to, in its discretion and without notice, make changes to any aspect of the Rogers Wireless Network from time to time.
- 7.4. The Services will be provided within the geographic area(s) that Rogers provides the Services (the "**Service Area**"), which area may be enlarged or reduced in scope from time to time by Rogers in its sole discretion. A map of the Service Area can be found at <http://www.rogers.com/consumer/wireless/network-coverage>. Services Corp does not warrant any information contained in the map, including but not limited to, the quality of the Services or the location of the coverage.
- 7.5. The User acknowledges that the Services are subject to transmission limitations caused by atmospheric or topographical conditions or equipment failures beyond the reasonable control of Rogers. The Services may be temporarily refused, interrupted or curtailed due to governmental regulations or orders, system capacity limitations or equipment modifications, upgrades, reallocations, repairs, maintenance and similar activities necessary for the proper operation of the Services.
- 7.6. Local and long-distance airtime charges will be charged to User in increments of sixty (60) seconds, rounded up to the nearest minute on a per call basis.

8. **Substitute Services**

- 8.1. The User acknowledges that Rogers may migrate a Service to an alternative service or technology intended to provide similar functionality as the Service ("**Substitute Services**"). The definition of "Service" hereunder includes the Substitute Services. Substitute Services are set by Rogers and are subject to change without notice.
- 8.2. Notice of the Substitute Services will be by way of posting notice of the Substitute Services to the Services Corp webpage for Area WIRELESS and, where practical, by a Service Communication sent to the User by email, SMS/text message or the User's account portal, and will be done in a reasonable period after the later of: (i) Substitute Services coming into effect, and (ii) Services Corp learning of the Substitute Services. Services Corp is under no obligation to communicate Substitute Services to User except as set out in this Section 8.2 or as required by applicable Laws. If the User does not accept the Substitute Services, they may cancel the Services. If the User does not cancel the Services, the continued use of the Services is taken as acceptance of the Substitute Services.

9. **Data Use**



- 9.1. The Services Corp Account is not pooled and therefore Users will generally not be charged for data use overages, except in relation to overages on the Data Only / Connected Device 3 GB Smart-Watch Non-Pooled Plan. It is important to note that once a User exceeds their included max speed data in a billing cycle, for their Tier, their data speed will be throttled to speeds of up to 512kb/s for the remaining of the billing cycle. The Rogers Wireless Network access and speed varies by geographic location. The User should be mindful and responsible with data to ensure that they do not exceed their max speed data, for their Tier, and therefore have their data speed throttled. Services Corp or Rogers may send the User usage notifications, including data-threshold and data-speed (throttling) notifications, as Service Communications.
- 9.2. Services Corp reserves the right to block, turn off, restrict, suspend or cancel any of the Services without notice if, in Services Corp's sole discretion, Services Corp deems that additional costs may be incurred by the Services Corp Account because of the User's data use. The suspension or cancellation would be handled pursuant to the terms in this Agreement.
- 9.3. The User may use hotspot or tethering functionality for reasonable personal use where supported by the Device and Rogers. The User may not use hotspot or tethering functionality on their Device or on their Service as a substitute for home internet, business internet, shared network access, or as a hub for other data-consuming devices not associated with the User's Service. If Rogers or Services Corp identifies usage that is excessive, abusive, non-standard, or inconsistent with Rogers' fair usage policies, Rogers or Services Corp may restrict, throttle, suspend, cancel, or migrate the User's Service to a Tier of Service with more appropriate data inclusions, and the User will be responsible for any resulting Charges.

10. Extended Coverage and WI-FI Calling

- 10.1. As part of the Services, the User will have access to extended coverage ("**Extended Coverage**").
- 10.2. Extended Coverage is meant to provide additional wireless coverage within Canada, outside of the Rogers Wireless Network without incurring Roaming charges. Extended Coverage is intended for occasional use. The majority of the User's monthly usage (voice, data and SMS) must occur on the Rogers Wireless Network, otherwise, Rogers may restrict or limit the User's access to Extended Coverage on an ongoing basis.
- 10.3. A User's Device containing a Rogers SIM card will always connect to the Rogers Wireless Network if it's available. Once the User leaves the Rogers Wireless Network and enters an Extended Coverage area, the User's Device will automatically connect to Extended Coverage. If the User is on a call when entering an Extended Coverage area, the call will drop. Once 'EXT' appears on the Device screen, the User can call back to complete the call. A few enhanced features may not be available while in an Extended Coverage area, including, without limitation:

10.3.1. Call Display / Name Display

10.3.2. 4-1-1 Directory Assistance Call Completion



10.3.3. Pound numbers (#) and short codes

10.3.4. Some advanced features while using Rogers One Number™

10.3.5. N-1-1 codes

10.3.6. 2-1-1 Community Information

10.3.7. 3-1-1 Non-Emergency Municipal Government

10.3.8. 5-1-1 Weather & Traveler Information

10.3.9. 7-1-1 Access to Message Relay Service (MRS) by the deaf

10.3.10. 8-1-1 Non-urgent Health Tele-triage Services

10.4. Rogers and Extended Coverage providers may, without notice, change geographical coverage areas.

10.5. WI-FI calling may be made available to the User (“**WI-FI Calling**”). If made available, WI-FI Calling enables a User to use a Device to make and receive phone calls, and send and receive messages, over a WI-FI network. This means the User would still be able to call and text even in areas where the Rogers Wireless Network coverage is limited, such as office buildings, factories and plants, as long as the device is configured to use a WI-FI connection. The User will need to, among other things, enable WI-FI Calling on their Device. More details about this feature are available at www.rogers.com/wificalling. It is the User’s responsibility to be informed of usage rates that will apply in relation to WI-FI Calling. Questions that the User has about WI-FI calling, including any costs related thereto, should be directed to Services Corp.

IMPORTANT: WI-FI CALLING HAS DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1 EMERGENCY SERVICES. THE USER IS RESPONSIBLE FOR REVIEWING ALL LIMITATIONS ON THEIR DEVICE WHEN YOU ENABLE THE FEATURE PRIOR TO ACTIVATION.

11. Roaming

11.1. Roaming coverage (“**Roaming**”) is provided outside of Canada by third-party roaming service providers (“**Roaming Providers**”). The User is responsible for monitoring use of their Device while travelling and shall pay any and all charges and fees incurred from Roaming Providers. It is the User’s responsibility to be informed of usage rates that will apply if the User is Roaming. See Schedule 1: Your Area WIRELESS Plan for further details on Roaming practices and charges. Any additional questions that the User has about the costs of Roaming should be directed to the customer service number for Services Corp.

11.2. Rogers and Roaming Providers may, without notice, change geographical coverage areas.



12. Third Party Services

12.1. The User is responsible for their purchase, use, maintenance and support of any applications, hardware, software, content, data query functions and other services produced, manufactured or performed by third parties for installation on the User's Device and/or for use in connection with any software or Services (collectively, "**Third Party Services**"), whether offered by Rogers or a another third party. Where Third Party Services are offered, directly or indirectly, by Rogers, Rogers may charge fees with respect to such Third Party Services, in which case, User will be responsible therefore. Indemnitees shall not have any responsibility to correct or fix any problems, harm, damage, errors or otherwise relating to, or caused by, the installation, configuration, modification or use of any Third Party Services or any components thereof. The installation and/or use of Third Party Services shall be at the sole risk of the User. Confirmations, charges, notifications, and support messages for Third Party Services the User has expressed interest in, purchased, or activated, are deemed and treated as Service Communications.

13. Identifiers and Porting

13.1. The User acknowledges it has no right, title or interest in or to any network address or identifier (such as telephone number, IP address, host name) ("**Identifier**") assigned to the User by Rogers. Rogers may, on reasonable notice, change the Identifier. Rogers is not obligated to notify any other Party of a change to the User's Identifier. The User is entitled, on terminating the Services, to port their phone number to another wireless service provider ("**Porting**"), after: (i) paying any outstanding charges, fees and Interest, all accelerated and due and payable immediately, relating to the Services, Devices or otherwise under this Agreement, in full, (ii) paying any applicable Rogers charges, and (iii) meeting all other Porting requirements of Rogers and the new service provider. The User is solely responsible to investigate the Porting process and for following the steps in the appropriate order to successfully complete the Porting.

14. Prohibitions and Restrictions

14.1. The User must always use the Services and access Area WIRELESS in compliance with:

14.1.1. this Agreement;

14.1.2. all Laws;

14.1.3. all Services Corp Policy Documents, as modified, supplemented and replaced from time to time;

14.1.4. all Rogers Policy Documents, including without limitation Rogers Acceptable Use Policy, the IP Address Policy, the Privacy Policy, all as modified, supplemented and replaced from time to time. The Rogers policies are available online at rogers.com/consumer/support-terms;

14.1.5. all requirements of Services Corp, Rogers, Roaming Providers, providers of Third Party



Services, other third parties, or any other applicable person, imposed on User related to the use of the Services and access Area WIRELESS; and

14.1.6. all applicable licenses.

14.2. The User shall not use nor permit usage of any of the Devices, Services, Area WIRELESS or otherwise for any improper, illegal, harmful or unintended use, including using the Services to send spam or commercial electronic messages in contravention of CASL.

14.3. The User may not resell, remarket, transfer or share any of the Services, Area WIRELESS or otherwise, or any Devices before they are paid for in full.

14.4. The User will not reproduce, change or tamper with or allow anyone else to tamper with an Identifier, a serial number (ESN), mobile identification number (MIN), International Mobile Equipment Identity (IMEI) number, International Mobile Subscriber Identity (IMSI) number and/or the Subscriber Identity Module Number (SIM), as the case may be.

14.5. In addition to the suspension and termination rights set out elsewhere in this Agreement, Services Corp may, without any advance notice and/or reasons for taking such action, suspend or terminate the Services if the User engages in, or Services Corp or Rogers, in their sole discretion, determine that the User is engaging in activities which are contrary to this Section 14. Services Corp shall not be obliged to justify the termination, and User shall indemnify, release and hold harmless the Indemnitees for any Claims or liability related, directly or indirectly, to such suspension or termination, pursuant to the terms of this Agreement.

14.6. Services Corp reserves the right to charge the User for any direct or indirect costs incurred by Services Corp in connection with the User's breach of any provision of this Agreement, plus Interest, including costs incurred to enforce the User's obligations under this Agreement, which includes all internal and external costs of Services Corp, including all professional consultant and legal fees (on a full indemnity solicitor and own client full indemnity basis).

14.7. User acknowledges and agrees that it is User's obligation to comply with the obligations, prohibitions and restrictions set out in this Section and elsewhere in this Agreement and User shall indemnify, release and hold harmless the Indemnitees for any Claims or liability related, directly or indirectly, to User failing to comply with the prohibitions and restrictions.

15. Equipment

15.1. Services Corp Equipment shall at all times be and remain the exclusive property of Services Corp, wherever located, including on the User's premises. Upon termination or expiration of this Agreement or the Services, the User shall return the Services Corp Equipment to Services Corp at the User's expense. The User shall be responsible for the loss of, or damage, to the Services Corp Equipment. The User shall ensure at all times that the Services Corp Equipment is stored in a manner and in an environment that conforms to relevant specifications provided by Services Corp.



16. Content

16.1. The User acknowledges and agrees that there is some content accessible through the Services that may be offensive to the User, or that may not be in compliance with applicable Law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. The User acknowledges that Indemnitees do not own or have control over the availability, accuracy or any other aspect of content in any form accessible or that may be made available to or by the User through the use of the Services and, as such, none of the Indemnitees assumes any responsibility or liability for any aspect of the content contained or accessible through the Services. The User agrees that all content accessed using the Services or Area WIRELESS is accessed and used by the User at their own risk and that none of the Indemnitees will be liable for any Claims, directly or indirectly, relating to the User's access to such content.

17. Security of Information

17.1. The Indemnitees do not represent, warrant or covenant that the User's use of the Services or Area WIRELESS will be secure and private. The User acknowledges that it may be possible for third parties to monitor communications while the User uses the Services or Area WIRELESS and the Indemnitees are not responsible or liable for the security of Services in any way or to any extent.

17.2. The User assumes full responsibility for the establishment of appropriate security measures to control access to its Devices, Services, Rogers Wireless Network Third Party Services, equipment, Services Corp Equipment, and anything else, loaded, issued, accessed or provided to the User under this Agreement and to the information transmitted by the User. In addition, the User acknowledges and agrees that the User is solely responsible for taking the necessary precautions to protect its networks and systems, and all software, data and files stored on or otherwise forming part of its network and the User's system, against unauthorized access by any third party, and that such responsibility includes, without limitation, protection against unauthorized access through its Devices, Services, Rogers Wireless Network, Third Party Services, equipment, Services Corp Equipment, and anything else, loaded, issued, accessed or provided to the User under this Agreement.

17.3. None of the Indemnitees will be liable for any Claims whatsoever resulting from, arising out of, or otherwise relating to, directly or indirectly, the User's failure to take appropriate precautions to protect their Devices, networks and systems, and all equipment, software, data and files stored on or otherwise forming part of their Devices, network and systems, against unauthorized access or any other breach of the User's security or privacy.

17.4. The User acknowledges that Rogers has no obligation, but has the right at any time and from time to time, to monitor use of Area WIRELESS and the Services (electronically or otherwise) as necessary to satisfy any Law or investigate any information, data, files, pictures or content in any form or use of Services as necessary to operate the Services or to protect the rights or property of itself or others that are directly related to providing any products, Area WIRELESS



and Services. Such monitoring shall include but not be limited to bandwidth consumption and how it affects operation and efficiency of the network, Area WIRELESS and the Services.

18. Intellectual Property

18.1. Services Corp owns and retains all rights in and to its intellectual property, including, without limitation, trademarks, copyright, brand concepts, names, logos, designs, content, information, software, images, files, service names, graphics, text, documents and applications, (as well as the selection and arrangement of these listed items) and all other intellectual property and proprietary rights, titles, interests and assets (the “**Services Corp IP**”). The User has no rights, including any right or license to, and shall not, use, copy, publish, distribute any of the Services Corp IP. For certainty, the provision of the Services does not give the User any right, title or interest in the Services Corp IP. The User acknowledges that the Services Corp IP is of significant and unique value such that breach of any of the rights of Services Corp in the Services Corp IP will result in immediate and irreparable harm to Services Corp, and damages will be an inadequate remedy. Accordingly, the User acknowledges and agrees that, in the event of any breach of this Section by the User, Services Corp shall be entitled to seek injunctive or other equitable relief against the User, without having to prove actual damages, in addition to any other remedies it may have, under this Agreement, at law, in equity, or otherwise, all of which are reserved.

19. Charges and Payments (Billing)

- 19.1. User must at all times have on record with Services Corp valid, active and current information required by Services Corp, from time to time, to manage User’s Services and keep User active on the Services Corp Account, including without limitation credit card information and a current municipal (mailing) address.
- 19.2. A User account which does not have a valid, active and current credit card or a current mailing address on file may be suspended or cancelled by Services Corp immediately, or at any time.
- 19.3. The User will be billed monthly by Services Corp (currently, each billing period is the 4th day of the month to 3rd day of the following month, but these start and end dates are subject to change). Users will receive an email providing them with the bill as an attachment (the “**Invoice**”). If a User’s Services are activated partway through a billing cycle, the charges for Services in the first Invoice will be prorated from the activation date to the end of the applicable billing cycle, and charged to the User together with any applicable taxes, usage charges, device charges, add-ons, fees, or other Charges incurred during that period. The User’s credit card on file will be charged on the date the User is sent an Invoice by email. The date Services Corp sends an Invoice and first attempts payment of the Invoice with the credit card on file for the User is the required payment date (the “**Payment Date**”). This Agreement constitutes good and valid authority from the User for Services Corp, to charge the User’s credit card on file upon, or following, the Payment Date, for all amounts owing under this Agreement, including for all Devices, Services, data overages, excessive data use, long distance calls and texts, Extended Coverage, WI-FI Calling, Roaming, Third Party Services, Substitute Services, Services Corp



Equipment, equipment owned by Rogers, amounts billed to Area WIRELESS attributed to User or anything else received, obtained, utilized, accessed or incurred by the User under Area WIRELESS or this Agreement, including Interest, costs, fees, charges, duties, taxes, handling, shipping, and all other amounts accrued by User under this Agreement, whatsoever, along with all costs (including legal costs on a solicitor and own client full indemnity basis), fees, disbursements and amounts incurred by Services Corp in administering or enforcing this Agreement or collecting from User (collectively, “**Charges**”). For certainty, this right to process User’s credit card for Charges continues during any period of suspension of this Agreement and after this Agreement is terminated, for whatever reason.

19.4. If payment for Charges is not received by Services Corp by the Payment Date (including, as a result of, the credit card on file not being valid or payment being declined), it will be considered an outstanding amount and will be subject to a late payment charge of 2% per month, calculated and compounded monthly on the outstanding amount (26.82% per year) (“**Interest**”) from the required Payment Date until the date Services Corp receives such amount in full. The late fees, Interest and other charges will also be charged to User’s credit card, along with all outstanding Invoices, once valid, active and complete credit card information is provided to Services Corp. Without derogating from or limiting anything else contained in this Agreement, if payment of an amount due for Charges is not received by Services Corp by the Payment Date, Services Corp may suspend or cancel the User's account. In the event of a suspension of the User's account, Charges will continue to be incurred and will be payable by the User during the suspension period. In the event of a cancellation of the User's account, Charges will accelerate, continue to accrue as applicable, and be immediately due and payable by the User. Services Corp has, at its sole discretion, the ability to use any other rights under this Agreement, at law or in equity to pursue outstanding payment of Charges (“**Outstanding Payment**”), including without limitation, suspension or termination of this Agreement, re-attempting processing, collections, seizure and legal action. The User acknowledges, understands, accepts and agrees that the action taken by Services Corp in relation to Outstanding Payment may have adverse consequences or implications for User, which Services Corp hereby disclaims, and User hereby fully releases and discharges Services Corp of, all liability in relation thereto, which includes without limitation: (i) if the User’s phone number(s) are deactivated they may not be recoverable for future use by User, and (ii) amounts due on financed Devices will accelerate, and if not paid, the Device will be blacklisted and will not function on any Canadian networks until the financed Device is paid for, in full.

19.5. The User agrees to pay to Services Corp all Charges, regardless of the User’s own role in incurring them. For absolute certainty, Services Corp will not credit for, reverse or remove Charges attributable to a User's Device or Services, even if the User disputes their role in incurring those Charges.

19.6. Acceptance of late or partial payments does not waive Services Corp’s right to collect the full amount of Charges.

19.7. Services Corp may bill the User up to one year from the date that Charges were incurred.



19.8. User should contact Services Corp regarding any questions about the Payment Date, Charges, Interest or other elements of billing. Users should not contact Rogers directly to address billing concerns.

20. Rogers Suspension or Cancellation

20.1. The User acknowledges that Rogers has the right to suspend or cancel all or part of the Services, or anything else received by User by, through or under Area WIRELESS or this Agreement: (i) if Rogers determines, in its sole and unfettered discretion, it is imperative, advisable or preferable to do so; (ii) if Rogers suspects, in its sole and unfettered discretion, that something illegal, illicit, harmful or unintended is being done; (iii) to address a malfunction, outage, breach, glitch, incorrect configuration or otherwise; (iv) to maintain or improve Services; (v) if the Master Agreement is suspended or terminated; or (vi) for any other reason whatsoever (“**Rogers Suspension or Cancellation**”).

20.2. Charges under this Agreement will continue to be incurred, in the instance of suspension, will accelerate, on termination, and, in either event, will be immediately due and payable by the User during any Rogers Suspension or Cancellation.

21. Services Corp Suspension or Cancellation

21.1. The User acknowledges that Services Corp has the right to suspend or cancel all or part of the Services, or anything else received by User by, through or under Area WIRELESS or this Agreement, immediately, and at any time: (i) if Services Corp determines, in its sole and unfettered discretion, it is imperative, advisable or preferable to do so; (ii) if Services Corp suspects, in its sole and unfettered discretion, that something illegal, illicit, harmful or unintended is being done; (iii) to address a malfunction, outage, breach, glitch, incorrect configuration or otherwise; (iv) to maintain or improve Services; (v) if the Master Agreement is suspended or terminated; or (vi) for any other reason whatsoever (“**Services Corp Suspension or Cancellation**”).

21.2. Charges under this Agreement will continue to be incurred, in the instance of suspension, will accelerate, on termination, and, in either event, will be immediately due and payable by the User during any Services Corp Suspension or Cancellation.

22. Termination

22.1. Notwithstanding anything to the contrary contained in this Agreement, Services Corp may terminate this Agreement, without liability or penalty:

22.1.1. immediately, and at any time, if the Master Agreement is suspended or terminated, for any reason, or Rogers ceases to offer, materially amends, or suspends provision of, Area WIRELESS to Services Corp through Services Corp Account;

22.1.2. immediately, and at any time, following a Rogers Suspension or Cancellation;



- 22.1.3. immediately, and at any time, if Services Corp determines, in its sole and unfettered discretion, that there are grounds for a Services Corp Suspension or Cancellation;
- 22.1.4. immediately, and at any time, if User is not strictly in compliance with their financial obligations under this Agreement, including for Services, Devices, Interest or otherwise;
- 22.1.5. immediately, and at any time, if Services Corp determines, in its sole and unfettered discretion, that the User has breached or will likely breach any of the terms or conditions of this Agreement;
- 22.1.6. immediately, and at any time, if the User ceases or threatens to cease to carry on business, or takes or threatens to take any action to liquidate its assets;
- 22.1.7. immediately, and at any time, if the User institutes any proceeding under any statute or otherwise relating to insolvency or bankruptcy, or should any proceeding under any such statute or otherwise be instituted against them;
- 22.1.8. immediately, and at any time, if a trustee, custodian, receiver, manager or any other person with like powers shall be appointed to take charge of all or any part of the User's undertaking, business, property or assets;
- 22.1.9. immediately, and at any time, in the event the User is a corporation, the User makes or passes any resolution for the winding up or liquidation of the User;
- 22.1.10. immediately, and at any time, on assignment by User of this Agreement, or any rights hereunder; or
- 22.1.11. on 30 days' notice, for any reason.

Charges for the Services will continue to be incurred by the User up to the end of the month when the Termination Date occurred. The “**Termination Date**” is the date the User receives notice from Services Corp of any one of the events in under Section 22.1, above, excluding Section 22.1.11. In the case of Section 22.1.11, above, the “**Termination Date**” is the day following the last day of the subject 30-day notice period. The User will cease receiving the Services on the Termination Date and all amounts then owing by the User under this Agreement, including for Services up to the end of the month in which the Termination Date occurred, Interest and the accelerated remainder of any Device Fee, in full, will be reflected in an Invoice and immediately due and payable upon Invoice, and will be paid pursuant to Section 19 hereof.

22.2. The User may terminate the provision of Services and this Agreement at any time by



delivering notice to such effect to Services Corp. Services Corp will cease providing the Services and consider this Agreement terminated on the day the User's instructions to terminate is received, or if the User completes Porting, Services Corp will treat the completion of Porting as the User's notice to terminate the Services as of the date of Porting (the "**User Termination Date**"). The User will cease receiving the Services on the User Termination Date and all amounts then owing by the User under this Agreement, including for Services up to the end of the month in which the User Termination Date occurred, Interest and the accelerated remainder of any Device Fee, in full, will be reflected in an Invoice and immediately due and payable upon Invoice, and will be paid pursuant to Section 19 hereof..

23. Disclaimer of Services Corp Warranty

23.1. INDEMNITEES MAKE, AND USER RECEIVES, ABSOLUTELY NO REPRESENTATIONS, GUARANTEES, WARRANTIES OR CONDITIONS WITH RESPECT TO DEVICES, SERVICES, ROGERS WIRELESS NETWORK, USER INFORMATION, EXTENDED COVERAGE, WI-FI CALLING, ROAMING, THIRD PARTY SERVICES, IDENTIFIERS, PORTING, SUBSTITUTE SERVICES, SERVICES CORP EQUIPMENT, EQUIPMENT OWNED BY ROGERS, CHARGES, INTEREST, PAYMENT DATES, ANYTHING ELSE RECEIVED, OBTAINED, UTILIZED, ACCESSED OR INCURRED BY THE USER UNDER AREA WIRELESS OR THIS AGREEMENT, OR INDEMNITEES' PERFORMANCE OF THIS AGREEMENT, OF ANY KIND, STATUTORY OR IMPLIED. INDEMNITEES HEREBY DISCLAIM, AND USER HEREBY WAIVES, ALL OTHER EXPRESS WARRANTIES AND ALL OTHER WARRANTIES, DUTIES AND OBLIGATIONS IMPLIED IN LAW, INCLUDING THOSE OF PERFORMANCE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, SAFETY, COMPLIANCE WITH LAWS, AVAILABILITY, TIMELINESS, ACCURACY, CORRECTNESS, BEING ERROR OR DEFECT FREE, CUSTOM, USAGE, THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE OR OTHERWISE. User enters this Agreement knowing it is at the sole liability and and risk of the User.

24. Indemnity and Release

24.1. The User does hereby indemnify, release and holds harmless the Indemnitees from and against any and all Claims, from User, third parties, including without limitation Rogers, Roaming Providers and providers of Third Party Services, or any other person whatsoever, directly or indirectly relating to, arising from or with respect to any of the following:

24.1.1. the entering into or performance of this Agreement, or its suspension or termination;

24.1.2. Devices, Device Fees, Services, Rogers Wireless Network, Extended Coverage, WI-FI Calling, Roaming, Third Party Services, User Information, Identifiers, Porting, Substitute Services, Services Corp Equipment, equipment owned by Rogers, Charges, Interest, Invoices, Payment Dates, anything else received, obtained, utilized, accessed, provided, uploaded, or incurred under Area WIRELESS or this Agreement;



- 24.1.3. interruptions, issues, amendments, outages, disruptions, inaccessibility (including without limitation, 911 or special needs services), failures, leaks, transmissions, breaches, suspensions, cancellations, damages, or otherwise of, to or by anything received, obtained, utilized, accessed, provided, uploaded, or incurred under Area WIRELESS or this Agreement;
 - 24.1.4. anything created, accessed, disseminated, viewed, downloaded, shared, infringed, defamed, breached, damaged, injured, infected or otherwise by, through or under this Agreement, the Services, Third Party Services, Roaming, Area WIRELESS, Rogers Wireless Network, User Information, or otherwise, by any person;
 - 24.1.5. the failure to observe or perform any obligations pursuant to this Agreement;
 - 24.1.6. any breach of any of the terms, conditions, representations or warranties of this Agreement;
 - 24.1.7. any acts, omissions, failings, negligence, unlawfulness or otherwise of the Indemnitees;
 - 24.1.8. any acts, omissions, failings, negligence, unlawfulness or otherwise of any third party providing services or anything else whatsoever, under this Agreement, as part of the Services or Area WIRELESS, to any Device, or otherwise;
 - 24.1.9. any acts, omissions, failings, negligence, unlawfulness or otherwise of the User;
 - 24.1.10. the failure to comply with all Laws;
 - 24.1.11. any claims of third parties related, directly or indirectly, to the foregoing, or any other cause, reason or Claim whatsoever; and
 - 24.1.12. any other cause, reason or Claim whatsoever.
- 24.2. To the maximum extent permitted by applicable Law, Indemnitees will not be liable to the User for any indirect, special, consequential, incidental, economic or punitive damages (including but not limited to, loss of profit or revenue; loss, dissemination, breach, leak, destruction or alteration of data, files or software; economic loss; loss of business opportunities; down time costs; costs of substitute goods or services; lost goodwill; loss from work stoppage;



cost of overhead; loss of anticipated benefits under this Agreement; losses resulting from third party's unauthorized access to data; personal injury, death, property damage or any other foreseeable or unforeseeable loss, however caused) directly or indirectly resulting from or related to this Agreement, the Services, Area WIRELESS and applications or otherwise arising from dealings between any one or all of Services Corp, Rogers, and the User, even if Services Corp has been negligent, was advised of the possibility of such damages, or such damages were foreseeable.

- 24.3. The total aggregate liability of Indemnitees under this Agreement, arising in any manner whatsoever, shall be limited to the total maximum aggregate amount of five Canadian dollars (\$5.00) (the “**Indemnitees Liability Limit**”). User hereby releases the Indemnitees of all liability, for Claims or otherwise, above the Indemnitees Liability Limit. No amounts shall be payable by Indemnitees to any person, whether for indemnity, defense fees or any other costs whatsoever, after the Indemnitees Liability Limit has been reached. THE FOREGOING CONSTITUTES USER’S ENTIRE AND EXCLUSIVE REMEDY FOR ANY AND ALL DAMAGES ARISING OUT OF, OR DIRECTLY OR INDIRECTLY RELATED TO, THIS AGREEMENT.
- 24.4. Subject to other provisions in this Agreement, except in cases where negligence on Rogers’ part results in physical injury, death or damage to User’s property or premises, Rogers’ liability for negligence related to the provision of emergency services on a mandatory basis is limited to the greater of \$20 and three times the amount (if any) User would otherwise be entitled to receive as a refund for the provision of defective service based on the terms of the Master Agreement. Again subject to other provisions in this Agreement, Rogers’ liability is not limited by this Section in cases of deliberate fault, gross negligence or anti-competitive conduct on Rogers’ part or in cases of breach of contract where the breach results from Rogers’ gross negligence.
- 24.5. **The User acknowledges and agrees that the disclaimers, limitations and caps on liability contained in this Agreement are reasonable, form the basis of lower fees and charges to the User than would otherwise be possible, are fully known to the User, and are freely accepted and agreed to by the User.**
- 24.6. The liability and indemnity granted by User under this Agreement shall be unlimited.
- 24.7. Notwithstanding any other provision of this Agreement, nothing in this Agreement excludes or limits an obligation or liability that cannot be excluded or limited under applicable Laws (including CASL and the Wireless Code), and nothing in this Agreement requires the User to waive a right under the Wireless Code.

25. Governing Law



25.1. Any dispute, litigation, interpretation, damages or loss which arise directly or indirectly in connection with this Agreement shall be subject to and governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein and the parties hereto irrevocably attorn to the jurisdiction of the courts of the Province of Alberta.

26. Force Majeure

26.1. Other than with respect to all payment obligations of User under this Agreement, which shall be payable by User regardless of the occurrence of a Force Majeure event, in no event shall Services Corp or the User have any liability for failure to comply with the terms of this Agreement during the occurrence of a Force Majeure event and for a reasonable period thereafter. A 'Force Majeure' event means any contingency beyond the reasonable control of that person or entity including, without limitation, strike or other labour disturbance, damage to facilities, riot, theft, fires, flood, lightning, storm, any act of God, catastrophe, power failure, war, national emergency, interference by any government or governmental agency, embargo, seizure, or enactment of any law, statute, ordinance, rule, or regulation.

27. General

27.1. If any provision of this Agreement shall be prohibited by or judged by a court to be unlawful, void or unenforceable, then such provision shall be severed from this Agreement. The remaining provisions of this Agreement shall not, as far as possible, be changed or modified, and all other terms and conditions not so severed shall continue in full force and effect.

27.2. The failure of either Party at any time to require strict performance by the other of any provision hereof shall in no way affect the full right to require such performance at any time thereafter. Neither shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, any other breach, or as a waiver of the provision itself.

27.3. All notices given under this Agreement shall be in writing to the addresses provided for each Party below and shall be deemed to have been duly delivered and effective: (a) upon receipt if hand delivered or sent by regular mail; or (b) if sent by email to Services Corp, when the email was received, as determined by the records maintained by Services Corp, or if sent my email to the User, when the email was transmitted, as determined by the records maintained by Services Corp.

If to the User at:

the municipal or email address that they have provided to Services Corp.

If to Services Corp at:

Suite 320, 2020 4 Street SW
Calgary, Alberta T2S 1W3
Attention: Member Services
Email: memberservices@albertarealtor.ca



Any Party may at any time give notice in writing to the other Party of a change of address of the party giving such notice. From and after the giving of such notice, the address specified therein shall be deemed to be the address of such Party for the giving of notices hereunder.

- 27.4. This Agreement ensures to the benefit of and is binding on the User and Services Corp and their respective assigns and successors. The User may not assign or transfer this Agreement or its rights or obligations hereunder without Services Corp's prior consent, at Services Corp's sole and unfettered discretion. Services Corp may assign or transfer this Agreement or any of Services Corp's rights or obligations in this Agreement without the User's consent.
- 27.5. User was given the opportunity and encouraged to seek legal guidance in relation to the terms hereto, and either availed themselves of that right or knowingly waived the right, and no such waiver will be used to invalidate any term or the entirety of this Agreement.
- 27.6. The entirety of the provisions of Sections 1, 2, 4, 5, 6, 12, 13, 14, 15, 16, 17, 18, 19, 23, 24, 25, 26, 27, along with Sections 3.2, 8.2, 9.2, 20.2 and 21.2 and any other term which is stated or designed or intended to survive, shall survive termination of this Agreement.



SCHEDULE 1 - YOUR AREA WIRELESS PLAN

SCHEDULE 1 - YOUR AREA WIRELESS PLAN	
Offered Plan Tiers	
Unlimited 25GB Canada/US/Mexico Plan	\$30 per month plus applicable taxes Unlimited voice and data plan including Canada, US and Mexico usage. Includes 25GB of Max Speed Data per line, per billing cycle. After 25GB, data speed is throttled to speeds of up to 512 kb/s.
Unlimited 100GB Canada/US/Mexico Plan	\$40 per month plus applicable taxes Unlimited voice and data plan including Canada, US and Mexico usage. Includes 100GB of Max Speed Data per line, per billing cycle. After 100GB, data speed is throttled to speeds of up to 512 kb/s.
Unlimited 150GB Canada/US/Mexico Plan	\$55 per month plus applicable taxes Unlimited voice and data plan including Canada, US and Mexico usage. Includes 150GB of Max Speed Data per line, per billing cycle. After 150GB, data speed is throttled to speeds of up to 512 kb/s.
Unlimited 150GB 64-Destination Plan	<p>\$75 per month plus applicable taxes Unlimited voice and data plan including the listed 64 destinations. Includes calling from Canada to the listed 64 destinations, plus use while roaming in those listed countries, subject to Rogers terms, coverage, and fair use policies. Includes 150GB of Max Speed Data per line, per billing cycle. After 150GB, data speed is throttled to speeds of up to 512 kb/s.</p> <p>Use data, talk and text in eligible destinations excluding calls made through Call Forwarding, Video calling or similar services. Includes unlimited text/picture/video messages sent from Canada and eligible destinations to Canadian and eligible destinations' mobile numbers and received texts from anywhere. Premium texts (alerts, messages related to content and promotions) are not included and charged at applicable rates. When using data, 5G/5G+ service may not be available when roaming on another carrier's network and usage on those networks may be subject to speed and/or data restrictions. Primary data usage must be on your smartphone on the Rogers network. Included destinations: Argentina, Aruba, Australia, Austria, Bahamas, Barbados, Belgium, Bonaire, Brazil, China (excludes Macau), Colombia, Costa Rica, Croatia, Cuba, Curaçao, Czech Republic (Czechia), Denmark, Dominican Republic, Egypt, England (United Kingdom), France, Germany, Greece, Guadeloupe, Hong Kong, Hungary, Iceland, India, Indonesia, Ireland, Israel, Italy, Jamaica, Japan, Mexico, Morocco, Netherlands, New Zealand, Northern Ireland (United Kingdom), Pakistan, Panama, Philippines, Poland, Portugal, Qatar, Saudi Arabia, Scotland (United Kingdom), Singapore, Sint Maarten, South Korea, Spain, Sri Lanka, Sweden, Switzerland, Taiwan, Thailand, Trinidad, Turkey, Ukraine, United Arab Emirates, U.S., Vatican City, Vietnam, Wales (United Kingdom)</p> <p>For destinations outside the included 64, Roam Like Home, Flex Roaming, pay-per-use, or other applicable roaming charges may apply.</p>
Included Features for all Plan Tiers	
Voice	Unlimited calling within Canada. For Canada/US/Mexico plans, includes calling while in Canada, the US and Mexico. The 64-destination plan also includes calling



	from Canada to the listed destinations and use while roaming in those listed destinations, subject to Rogers terms, coverage, and fair use policies. International long distance outside included destinations will be subject to standard rates.
Text	Unlimited SMS/MMS from Canada to US and international destinations, subject to Rogers terms. Roaming text inclusions depend on the selected plan and destination.
Included Options	<ul style="list-style-type: none"> -2500 Minutes of Call-Forwarding per billing cycle -Call Display with Name Display -Call Waiting and Conference Calling -VoLTE (Voice over LTE) -Wi-Fi Calling for compatible devices -Enhanced Voicemail & Visual Voicemail (applicable devices) <p>-Satellite to Mobile: Included at \$0 per month where available and supported by Rogers on compatible devices, subject to Rogers' terms, coverage, network conditions, and technical limitations.</p>
Plan Add-Ons	
Data Only / Connected Device Plans	<p>3GB Smart Watch Non-Pooled Plan: \$10 per month plus applicable taxes.</p> <p>Data Only Standalone 1GB Plan: \$5 per month plus applicable taxes. Data Only Standalone 5GB Plan: \$18 per month plus applicable taxes. Data Only Standalone 10GB Plan: \$22 per month plus applicable taxes.</p> <p>After the applicable data bucket is exceeded, data speed is throttled to speeds of up to 512 kb/s.</p>
Speed Pass	Allows an additional data bucket to be added during a monthly billing cycle. Data allotment is not pro-rated. Speed Passes are stackable, fall off at the end of the billing cycle, and must be re-added the next month. Customers should contact Area WIRELESS to have the Speed Pass added. Charges vary based on the selected option.
Travel & Roaming	
Roam Like Home	Roam Like Home is automatically enabled unless otherwise restricted by Rogers. For destinations not included in the selected plan, the Roam Like Home International Destinations daily rate is \$15/day plus applicable taxes, capped at a maximum of 20 days per billing cycle. Rates are set by Rogers and are subject to change without notice.
Flex Roaming	<p>Flex Roaming may apply when a User is travelling in a destination where Roam Like Home is not available, or where another roaming option does not apply. Flex Roaming rates and usage tiers vary by destination, service type, and usage. Flex Roaming charges are set by Rogers and are subject to change without notice. Users are responsible for all Flex Roaming charges incurred through their Device or Services.</p> <p>Users who do not wish to incur roaming charges should turn off data roaming, cellular data, voice, text, and/or other roaming functions, as applicable, before and during travel.</p>
Travel Passes	Roam Like Home Travel Pass is a wireless add-on for international roaming and is available for select lines and destinations. Customers must contact Services Corp before travel to confirm availability, timing, pricing and eligibility.



International Long Distance Saver	\$5.00 per month, per line, plus usage charges, for reduced rates on international calling.
Cruise Ship & Special Roaming Networks	Certain cruise ships and other special roaming networks may be treated as international roaming destinations and may be subject to separate Rogers terms, rates, limits, and throttling. Data usage beyond 1GB may be throttled to speeds of up to 512 kb/s within a 24-hour period. Users are responsible for all roaming charges incurred while using cruise ship, aircraft, offshore, or other special roaming networks.
Other Charges	
911 Charges	911 Charges vary by province.
411 Charges	\$4.25 per call, plus airtime (subject to change without notice)
Voicemail to Text	\$4.00 per line, per month, plus voicemail charges where applicable
Special Messaging	Voicemail-to-text, text-to-landline and others, are not included as part of unlimited texting. Users are responsible for all costs associated with special messaging.
Note	Rates, countries, features, charges, add-ons, network availability, roaming availability, fair use policies and eligibility are set by Rogers and are subject to change without notice.

Questions should be directed to Services Corp at 1-877-909-3612 or email: info@areawireless.ca