ROGERS IN-CAR WI-FI HOTSPOT TERMS AND CONDITIONS

1. Introductory Information

a. How do these terms apply to me?

These terms and conditions govern your use of the Rogers Prepaid In-Car Wi-Fi Hotspot service ("Service") provided by Rogers Communications Canada Inc. ("Rogers"). These terms must be read with the Rogers Terms of Service, Acceptable Use Policy and Privacy Policy (posted at rogers.com/terms) and form our agreement with you (collectively, the "Agreement"), however, in the event of a conflict between these terms and any of the other Agreement documents, the provisions set out herein shall govern. By clicking "accept" or using the Service, you acknowledge that you have read, understood and agree to all of the details in this Agreement. If you do not agree, you must click "decline" and you may not use the Service. Please note that Rogers limits its liability in accordance with the Rogers Terms of Service.

b. Who is responsible for complying with the Agreement?

When using the Service, you are responsible for complying with the Agreement. Among other things, you are responsible for: (i) ensuring that anyone who uses Service under your account or with your authorization complies with the Agreement; (ii) ensuring that others do not gain unauthorized access to your Service, including by password-protecting your hotspot and the security of any passwords relating to your hotspot; and (iii) ensuring that any information you have provided to us is up-to-date and accurate, and to let us know if it changes.

2. Your Use of the Service

a. What Plan do I have for the Service?

Details of your Plan will be set out in the Plan description that you receive from us and are categorized as follows:

- i. **"Goodwill Plans**" are data plans that may be paid for by your automotive manufacturer and made available to you at no cost, as set out in the Plan description;
- ii. **"Recurring Data Plans**" are data plans that you may purchase on an ongoing basis, as set out in the Plan description. Recurring Data Plans auto-renew unless cancelled;
- iii. **"One-time Data Plans**" are data plans that you may purchase on a per-usage basis when no other data is available; and
- iv. **"Promotional Plans**" are data plans that give you a limited data usage allotment for a specified period of time.

Any of the Goodwill Plans, Recurring Data Plans, One-time Data Plans or any other plan offered to you are collectively referred to as "**Plans**" and provide you with a wireless data usage allotment to be used within a specified period of time, as set out in your Plan description. Any specified period of time in a

Plan description begins immediately on your Activation Date, whether or not you are using the Services. If you purchase a Plan with a data usage allotment and you use all of your allotment prior to the expiration of the specified period, your access to the Services will cease for the remainder of the specified period. If you purchase a Plan with unlimited throttled data, slower data is available for the remainder of the specified period once you have used up your data allotment. If you want to continue using the Services during the remaining specified period, you will need to purchase an additional Plan, such as a One-time Data Plan.

b. Is there a promotional offer for the Service?

As above, you may be eligible for a promotional offer for the Service that will give you a limited data usage allotment for a specified period of time. After the promotional period ends, you may have the option to purchase a Plan.

c. What is the term of my Agreement?

The term of each Agreement starts on the Activation Date and is valid for the period of time specified in the Plan description.

d. Will my Plan automatically renew?

As set out in the Plan descriptions, Recurring Data Plans and some Goodwill Plans automatically renew each month in advance of usage on your Activation Date. Your "Activation Date" is the day of the month that you initially activated Services. However, if you activate on the 29th, 30th or 31st of a month, then your Activation Date will be the 28th day of each subsequent month. One-time Data Plans will not automatically renew.

e. May I change my Plan?

You may change your Recurring Data Plan at any time by contacting **our helpdesk (866) 569–8977**. If you wish to change a Plan, you may only be able to change to a Plan that is currently available in market. Also please note that any Plan you remove may no longer be available for the price that you currently pay, or at all. Plan changes take effect immediately, as long as you pay your new monthly service fee. You will not be refunded for any unused portion of your old Plan.

f. How can I cancel my Services and when does cancellation take effect?

You may cancel your Service and any corresponding Agreement at any time by contacting **our helpdesk** (866) 569–8977.. Cancellation takes effect on the day that Rogers receives notice of the cancellation, or a future date specified in that notice (if applicable), whichever is later. When you cancel your Services, we will not refund any unused balance in your account.

g. Can I purchase additional data if I have used all the data under my Recurring Data Plan?

When available, you may be able to purchase a One-time Data Plan to supplement your Recurring Data Plan if you use all of your data allotment prior to your Recurring Data Plan renewal.

h. How many devices can I connect to the Service?

You can connect up to 8 Wi-Fi capable digital devices (such as smartphones, tablets and laptops) to the Service.

i. Where can I use the Service?

Subject to your Plan description, the Service can be used on the Rogers wireless network anywhere in Canada and, in the case of certain Plans, in the United States.

j. Will I be charged any fees?

Fees depend on the Plan you have chosen and are set out in your Plan description.

k. Can I roam while using the Service?

Subject to your Plan description, roaming may be available in the United States.

I. Where can I find information about Rogers wireless service coverage?

For information on our service coverage area, including our complete service coverage maps, please visit rogers.com/coverage.

3. Additional Information

a. Important Things You Need to Know

You expressly agree that your customer information (account holder name, address and email) may be collected and retained by your automotive manufacturer (and its affiliates and service providers) and shared with Rogers for the purposes of enabling us to: (i) provide you with the Service; and (ii) establish and manage our relationship with you.

b. Where can I find information about the Wireless Code?

For information on the Canadian Radio-television and Telecommunications Commission's Wireless Code, please visit crtc.gc.ca/wirelesscode.

c. How can I contact Rogers and the CCTS?

To contact Rogers regarding your Service, please visit us at **rogers.com/contactus** to get connected to the appropriate department. If you have a concern that is not resolved to your satisfaction, then we invite you to share your concern in detail by submitting it to us at **rogers.com/concern**. We value your time and we'll typically respond within one business day. Finally, you can also write to the Commission for Complaints for Telecom-television Services (CCTS) at <u>www.ccts-cprst.ca</u>, or call them at 1 888 221-1687.

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