

cityfone

Terms of Service and
Other Important
Information

CITYFONE TERMS OF SERVICE

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CITYFONE TERMS OF SERVICE

1. Introductory Information

a. **How do the Cityfone Terms of Service apply to me?**

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

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

In these Terms, “Cityfone”, “us”, “we” and “our” means the Cityfone, operated by Rogers Communications Canada Inc.

The Services may have been offered to you under a program using the branding of an entity unrelated to Cityfone. For greater certainty, (i) the Services and the Equipment are provided to you by Cityfone and not by the entity, and (ii) this Service Agreement is only between you and Cityfone; the entity is not a party to this Service Agreement and assumes no liability for the provision of the Services.

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

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

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

Your Agreement, with any amendments, is the entire agreement between you and Cityfone for the applicable Services. If there is any inconsistency

between the materials listed above and these Terms, these Terms will prevail.

c. Who is responsible for complying with the Agreement?

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

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

d. May I transfer my Agreement to someone else?

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

2. Service Term, Changes and Cancellation

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

The Services are categorized as follows:

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

b. What is the term of my Agreement?

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

c. Can Cityfone change my Services or my Agreement?

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

Not applicable to residents of Québec*: We may change any aspect of a

Month-to-Month Service and the corresponding Agreement, as long as we give you at least **30 days'** prior written notice. We may also change aspects of a Term Service and the corresponding Agreement, other than a key term as defined in the Canadian Radio-television and Telecommunications Commission's (CRTC) Wireless Code, upon at least **30 days'** prior written notice to you. In either case, we will send you the written notice by bill message, text message, letter, email or in another format, and it will explain the change and when it will take effect.

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

Applicable only to residents of Québec*: We may change any aspect of a Month-to-Month Service and the corresponding Agreement, as long as we give you at least **30 days'** prior written notice. We may also change a Term Service and the corresponding Agreement upon at least **30 days'** prior written notice, but will not change the price, term, nature or any other essential elements or key terms (as defined in the CRTC's Wireless Code) of that Term Service or that Agreement. In either case, we will send you the written notice by bill message, text message, letter, e-mail or in another format. The written notice will be clear and legible, to the exclusion of any other text and will contain the new or amended term or provision, the former version of that term or provision (if applicable), the date that the amendment will come into force, and your rights. If a change to a Month-to-Month Service or a Term Service entails an increase in your obligations or a decrease in our obligations and if you do not accept that change, your remedy will be to cancel the affected Services or Agreement without an Early Cancellation Fee (defined below) by providing us with notice of cancellation under Section 2(e) below no later than **30 days** after the amendment takes effect.

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

d. May I change my Services?

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

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

You may cancel any or all of your Services and any corresponding Agreement at any time by contacting us via one of the methods set out in Section 9(e) below. Cancellation takes effect on the day that Cityfone

receives notice of the cancellation, or a future date specified in that notice (if applicable), whichever is later. Applicable charges continue until that date. However, if you cancel an add-on that is intended for one-time use, and is not a Month-to-Month Service, it is considered a Pay-Per-Use service and is non-refundable. If your final bill results in a credit balance on your account: most credit balances will be refunded to your credit card on file or a cheque will be mailed to the billing address associated with your account. However, for credit balances under or over a specified amount, you must contact us to process your refund. Visit cityfone.net/refund for details on our current credit balance refund processes.

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

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

g. Can Cityfone cancel my Services and when does cancellation take effect?

Cityfone may cancel any or all of your Services or accounts and any corresponding Agreement, as long as we give you at least **30** days' prior written notice (if you are a resident of Québec **60** days'). Applicable charges continue until the cancellation date. Visit cityfone.net/refund for details on our current credit balance refund processes.

h. Can Cityfone suspend or cancel my Services without notice?

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

- i. you are in breach of an Agreement, including for non-payment;
- ii. you exceed your credit limit;
- iii. you fail to provide or maintain a reasonable security deposit or other credit requirement when we ask you to;
- iv. you agree to a deferred payment arrangement with us and fail to comply with its terms;
- v. you exceed our reasonable usage limits;
- vi. you have given us false, misleading or outdated information;
- vii. we reasonably suspect or determine that any of your account, identifiers, Services or Equipment is the subject of fraudulent, unlawful or improper usage or usage that adversely affects our operations or the use of our services, facilities or networks or those of third parties with whom we have roaming or network sharing agreements;
- viii. you harass, threaten or abuse us or our employees or agents;

- ix. you fraudulently or improperly seek to avoid payment to us;
- x. we need to install, maintain, inspect, test, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of the Services, the Equipment or our facilities or networks;
- xi. any account or service on which your Services depend is cancelled for any reason; or
- xii. we reasonably believe that there is an emergency or extreme circumstance that would warrant that action.

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

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

i. Will these Terms still apply once my Services are cancelled?

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

3. Account, Charges and Billing Information

a. How does Cityfone bill me for Services?

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

b. When is my bill payment due?

Charges on your account are due and payable in full from the date of your bill. If you are paying by mail or through a financial institution, please allow adequate time for your payment to reach us before the required payment date. You are responsible for all charges on your account.

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

If we do not receive payment of an amount due on your account by the specified required payment date, it will be subject to a late payment charge of **2%** per month, calculated and compounded monthly on the outstanding amount (**26.82%** per year) from the date of the first bill on which it appears until the date we receive that amount in full. You agree that we can charge any unpaid and outstanding amount, including any late payment charges, on any pre-authorized payment method on your account (e.g., a credit card or bank account withdrawal).

d. Will I be subject to any administrative charges?

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

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

Not applicable to residents of Québec

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

A list of these charges is available on request, or at cityfone.net/charges, and forms part of these Terms.

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

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

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

f. How do discounts and promotions work?

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

g. How is wireless local and long distance airtime charged?

Local and long distance airtime charges are rounded up to the next full minute. A one-minute minimum charge applies to every completed call (made or received). The airtime for the entire call is charged based on the applicable rate at the beginning of the call. Airtime charges (plus long distance, if applicable) apply to completed or answered calls from the moment you press SEND until you press END and includes the ring time. For international calls or while roaming, you may be charged regardless of whether the call is completed.

h. How does Cityfone determine if I'm on a long distance wireless call?

Wireless local calling areas are the areas in which you can make or receive calls without incurring long distance charges. Wireless calls are defined as local or long distance based on local calling areas. Your location at the time of the call, your wireless phone number and the phone number called are all important factors in determining local calling areas and wireless long distance. Your "Incoming Local Calling Area" is based on the geographical location associated with your wireless number. All calls that you receive while you are in your Incoming Local Calling Area are local. All calls that you receive while you are outside your Incoming Local Calling Area are long distance. Your "Outgoing Local Calling Area" is determined by your physical location. If you dial a number that is local to your physical location, then it is a local call. If you dial a number that is long distance to your physical location, then it is a long distance call. When using Call Forwarding, long distance charges apply when the number to which you forward the call is outside the geographical location associated with your wireless number, regardless of your physical location. Visit cityfone.net/charges for current long distance rates.

4. Deposit and Credit Requirements

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

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

b. How are security deposits used?

Any security deposit you provide to us will be kept for at least 6 months, unless your Services are cancelled sooner. After 6 months, we may release and apply the security deposit against your account balance if we determine that your payment history has been satisfactory or that you have otherwise met our financial criteria for the return of the security deposit. We may apply your security deposit toward your account if you do not pay your bill and we

may require you to replenish the security deposit after use. We will notify you when we apply all or part of any security deposit. We will return to you any security deposit with applicable interest within **30** days of cancellation of your Services or once we have determined that the conditions for returning the security deposit have been met.

c. Will I earn any interest on security deposits?

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

d. Will Cityfone impose a credit limit or restrict certain services on my account?

Upon notice to you, we may assign or change a credit limit on your account at any time. Service may be suspended at any time to any and all of your accounts if your balance, including unbilled usage and pending charges, fees and adjustments, exceeds this limit. We may also restrict certain services or features, such as roaming or international calling. Recurring service charges continue to apply during any suspension of Services.

5. Your Use of the Services

a. Do I own my phone number?

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

b. Does Cityfone monitor the content that I transmit when I use the Services?

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

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

All trademarks, copyright, brand concepts, names, logos and designs that we use are intellectual property assets, registered or otherwise, of or used

under license by Rogers Communications Inc. or of one of its affiliates. All are recognized as valuable assets of their respective owners, and you may not display, copy or use them in any manner for commercial or any other purpose.

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

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

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

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

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

6. Equipment

a. Is Equipment new or refurbished?

Equipment that you purchase from us is new, unless otherwise indicated.

b. May I upgrade my Equipment?

You may request to upgrade your Equipment at any time by contacting us in any of the ways set out in Section 9(e) below. You may be subject to an administrative charge in accordance with Section 3(d) above. If, in connection with your Equipment upgrade, you are subscribing to a new Term and cancelling a previous Term early, you will be charged an Early Cancellation Fee. Please note that if you wish to upgrade your Equipment,

you may also be required to change to a Service that is currently available in market. Also please note that any Service or Equipment you remove may no longer be available.

c. Is my Equipment restricted to the Cityfone network or Services?

Your Equipment is not locked to the Cityfone network. If your Equipment is or becomes locked to the Cityfone network, please contact us and we will provide you with the means to unlock it at no charge. Please note that for the first **90** days following the Activation Date, your Service will be restricted from placing outgoing calls to destinations other than those that have a North American area code (including Canada and the USA) and the destination at which you are located while placing the call.

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

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

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

e. What are my responsibilities relating to the Equipment?

You are solely responsible for:

- i. maintaining the security and privacy of your property and your transmissions using the Services, the Equipment or our facilities or networks;
- ii. protecting against any breaches of security or privacy or other risks involved in installing, using, maintaining or changing the Services or the Equipment; and
- iii. ensuring that there are no unauthorized attachments to the Equipment.

7. Your Privacy

a. How does Cityfone protect my privacy?

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

8. Warranties and Limitation of Liability

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

a. Are there any warranties on the Equipment?

The Equipment may be covered by a manufacturer’s or other warranty. Please see the materials accompanying your Equipment for warranty information and details, including coverage, duration and how you may make a claim under the warranty. There may also be optional Equipment protection programs made available to you from time to time.

b. Are there any warranties on the Services?

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

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

To the maximum extent permitted by applicable law:

- i. the Cityfone Parties do not guarantee or warrant the performance, availability, coverage, uninterrupted use, security, pricing or operation of the Services, the Equipment (except towards residents of Québec* in accordance with statutory warranties) or any products, content, applications, software, services, facilities, connections or networks used or provided by us or third parties (collectively, the “Offering”);
- ii. Cityfone may limit the amount of an Offering that you may purchase;
- iii. you bear the entire risk as to the use, access, transmission,

availability, reliability, timeliness, quality, security and performance of the Offering;

- iv. the Cityfone Parties do not make any express or implied representations, warranties or conditions, including warranties of title or non-infringement, or implied warranties of merchantable quality or fitness for a particular purpose, with regard to the Offering.

Not applicable to residents of Québec*:

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

c. How does Cityfone limit its liability?

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

- i. **Not applicable to residents of Québec*:** any direct, indirect, special, consequential, incidental, economic or punitive damages (including loss of profit or revenue; financial loss; loss of business opportunities; loss, destruction or alteration of data, files or software; breach of privacy or security; property damage; personal injury; death; or any other foreseeable or unforeseeable loss, however caused) resulting or relating directly or indirectly from or relating to the Offering or any advertisements, promotions or statements relating to any of the foregoing, even if we were negligent or were advised of the possibility of such damages;
- ii. **Applicable only to residents of Québec*:** any damages (including loss of profit or revenue; financial loss; loss of business opportunities; loss, destruction or alteration of data, files or software; breach of privacy or security; or property damage) resulting or relating directly or indirectly from or relating to the Offering;
- iii. any Offering provided to you or accessible by you through the Services, any charges incurred in connection with such Offering or anything that is or can be done with such Offering even if you are billed for such Offering;
- iv. the performance, availability, reliability, timeliness, quality, coverage, uninterrupted use, security, pricing or operation of the Offering;
- v. any error, inclusion or omission relating to any telephone listings or directories;
- vi. the denial, restriction, blocking, disruption or inaccessibility of any Services, including 9-1-1, public alerts or accessibility services, Equipment or identifiers (including phone numbers);

- vii. any lost, stolen, damaged or expired Equipment, identifiers, passwords, codes, benefits, discounts, rebates or credits;
- viii. any unauthorized access or changes to your account or Equipment, or the use of your account or Equipment by others to authenticate, access or make changes to an account you may have with a third party, such as a social media or financial account, including changing passwords or transferring or withdrawing funds;
- ix. any error, omission or delay in connection with the transfer of phone numbers to or from another telecommunications service provider, or any limitation connected to that transfer or that telecommunications service provider;
- x. any acts or omissions of a telecommunications carrier whose facilities are used to establish connections to points that we do not serve; or
- xi. any claims or damages resulting directly or indirectly from any claim that the use, intended use or combination of the Offering or any material transmitted through the Services infringes the intellectual property, industrial, contractual, privacy or other rights of a third party.

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

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

We are not liable for:

- i. libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over our network from your property or premises or recorded by your equipment or our equipment;
- ii. damages arising out of your act, default, neglect or omission in the use or operation of equipment that we provide;
- iii. damages arising out of the transmission of material or messages over our network on your behalf, which is in any way unlawful; or
- iv. any act, omission or negligence of other companies or telecommunications systems when their facilities are used in establishing connections to or from your facilities and equipment. Except in cases where negligence on our part results in physical injury, death or damage to your property or premises, our liability for negligence related to the provision of 9-1-1 emergency services on a mandatory basis is limited to the greater of **\$20** and **3** times the amount, if any, you would otherwise be entitled to receive as a refund for the provision of defective Service under an Agreement. However, our liability is not limited by this Section

in cases of deliberate fault, gross negligence or anticompetitive conduct on our part or in cases of breach of contract where the breach results from our gross negligence.

e. Are there any circumstances under which I would have to compensate Cityfone?

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

9. General

a. How can I resolve a complaint or dispute with Cityfone?

If you have a concern that was not resolved, then we invite you to submit a Share a Concern form (located at cityfone.net/help/contact) and we'll respond within **1** business day. If you're not satisfied with the resolution you may speak with one of our contact centre managers by contacting us via one of the methods set out in Section 9(e) below.

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

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

Where applicable, arbitration will be conducted in the province in which you reside, on a simplified and expedited basis by **1 arbitrator under the current laws and rules relating to commercial arbitration in the province or jurisdiction in which you reside on the date of the notice. Cityfone will pay all reasonable costs associated with that arbitration. Any arbitration will be conducted in accordance with our Arbitration Protocol, which is available at cityfone.net/terms.**

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

If any portion of an Agreement is unenforceable, the remaining provisions

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

c. Why did I receive these Terms in English?

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

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

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

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

e. How can I contact Cityfone?

To contact us:

- i. call 1 888 499-7566; or
- ii. write to Cityfone, Box 19372 Metrotown PO, Burnaby, BC, V5H 4J8.

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

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

09/23

ACCEPTABLE USE POLICY

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

Introduction

When using our services, the Equipment, our facilities or networks and any products, content, applications or services in conjunction with the Services or Equipment, you must comply with all applicable laws, and our policies, rules and limits including this AUP. This AUP supplements and is incorporated into the Service Agreement Terms and Conditions (the “Terms”), which accompanies this AUP. It is also available at <http://www.cityfone.net/terms>. Unless otherwise defined in this AUP, defined terms have the meanings given to them in the Terms.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND THIS AUP, AS AMENDED FROM TIME TO TIME, YOU SHOULD IMMEDIATELY STOP USING THE SERVICES AND NOTIFY CITYFONE, OPERATED BY ROGERS COMMUNICATIONS PARTNERSHIP OR ANY OF ITS SUBSIDIARIES OR AFFILIATES (REFERRED TO HEREAFTER COLLECTIVELY AS “CITYFONE”), THAT YOU ARE TERMINATING THE SERVICES.

Prohibited Activities

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

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

- viii. upload, post, publish, deface, modify, transmit, reproduce, distribute in any way or otherwise make available information, software or other material protected by copyright or other proprietary or contractual right (such as a non-disclosure agreement) or related derivative works, without obtaining permission of the copyright owner or rightholder;
- ix. use, reproduce, distribute, sell, resell or otherwise exploit the Services or content we provide or which you obtain through the Services for any commercial purposes;
- x. copy, distribute, sub-license or otherwise make available any software or content we provide or make available to you or which you obtain through the Services, except as authorized by us;
- xi. alter, reproduce, or tamper with the Services or any function, component or identifier of your Equipment, such as the International Mobile Equipment Identity (IMEI) that is not meant to be altered, reproduced or tampered with;
- xii. restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet, the Services or any Equipment used to connect to the Services, or create an unusually large burden on our networks, including, without limitation, posting, uploading, transmitting or otherwise making available information or software containing a virus, lock, key, bomb, worm, Trojan horse or other harmful, limiting, destructive or debilitating feature, distributing mass or unsolicited e-mail ("spam") or other messages, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information, or to use the Services in an abusive manner in connection with any unlimited packages, options or promotions;
- xiii. disrupt any backbone network nodes or network service, or otherwise restrict, inhibit, disrupt or impede our ability to monitor or deliver the Services, any transmissions or data;
- xiv. interfere with computer networking or telecommunications service to or from any Internet user, host, provider or network, including, without limitation, denying service attacks, overloading a service, improperly seizing or abusing operator privileges ("hacking"), or attempting to "crash" a host;
- xv. use the Services for anything other than your own personal purposes (such as reselling the Services, providing Internet access or any other feature of the Services to any third party) or share or transfer your Services without our express consent;
- xvi. operate a server in connection with the Services, including, without limitation, mail, news, file, gopher, telnet, chat, Web, or host configuration servers, multimedia streamers or multi-user interactive forums;
- xvii. impersonate any person or entity, including, without limitation, a Cityfone official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;

- xviii. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services; or
- xix. port scan a person's computer or wireless device without that person's consent, or use any tools designed to facilitate these scans.

Unlawful or Inappropriate Content

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

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

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

Security

As set out above, you are responsible for any misuse of the Services, by you or by any other person with access to the Services through your Equipment or your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services through any means, including, without limitation, wireless networking. The Services may not be used to breach the security of another user or to attempt to gain access to any other person's equipment, software or data, without the knowledge and consent of such person. Additionally, the Services may not be used in any attempt to circumvent the user authentication or security of any host, network, or account, including, without limitation, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited. You may not disrupt the Services. The Services also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "**crash**" a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature is also prohibited. You are solely responsible

for the security of any device you choose to connect to the Services, including any data stored on that device. In particular, Cityfone recommends against enabling file sharing of any sort. Cityfone recommends that any files or services you do choose to make available for remote access be protected with a strong password or as otherwise appropriate. You agree to treat as confidential all access codes, personal identification numbers and/or other passwords that we may provide to you for use with the Services.

Unsolicited Communications

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

User-Generated Content Services

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

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

- i. you must comply with the UGC Service's written charter, policies or FAQs;

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

Usage, Data Storage and Other Limitations

You must comply with the then current usage, data storage and other limitations on your applicable Services. You must also ensure that your activity does not improperly restrict, inhibit, or degrade any other subscriber's use of the Services, nor represent (in the sole judgment of Cityfone) an unusually large burden on our networks. In addition, you must ensure that your activity does not improperly restrict, inhibit, disrupt, degrade or impede Cityfone's ability to deliver the Services, and monitor and investigate the Services, backbone, network nodes, and/or other network services or components. You may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without the written consent of Cityfone. The Services are consumer products designed for personal purposes. For example, the Services do not provide the type of security, upstream performance and total downstream throughput capability typically associated with commercial use. You may not run a server in connection with the Services. You may not provide network services to others via the Services. In addition, you are prohibited from running servers for mail, http, ftp, irc, and dhcp, and multi-user interactive forums.

Your use of the Services may be subject to a usage limit, as set out in your Agreement. If you exceed that limit, you may be subject to additional usage charges.

Network Management

We reserve the right to manage our networks in order to optimize their efficiency for the benefit of our subscribers, including, without limitation, by way of the following: rate limiting (speed), rejection or removal of spam or otherwise unsolicited bulk e-mail, anti-virus mechanisms, and protocol filtering. We may take any other action we deem appropriate in order to help ensure the integrity of the network experience for all subscribers.

Violation of this Acceptable Use Policy

As set out in the Terms, we have the right, but not the obligation, to monitor or investigate any content that is transmitted using the Services (other than voice Services) or the Equipment; and to access or preserve content or information in accordance with the Terms. We prefer to advise subscribers of inappropriate behavior and any necessary corrective action. However, if the Services are used in a way that we, in our sole discretion, believe violates this AUP, we may take any responsive actions we deem appropriate. Such actions may include, without limitation, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and/or the immediate suspension or termination of all or any portion of the Services or your account. Cityfone will have no liability for any such responsive actions. The above described actions are not exclusive remedies and Cityfone may take any other legal or technical action deemed appropriate. Upon termination of an account, Cityfone is authorized to delete any files, programs, data and e-mail messages associated with such account. The failure to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. If any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This AUP shall be exclusively governed by, and construed in accordance with the governing law provision set out in the Terms.

Complaints

Please direct any complaints of violations of this AUP to support@cityfone.net or contact us at **1-888-322-2160**. Questions or complaints, concerning third party content should be addressed to the applicable content provider.

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ROGERS PRIVACY POLICY

At Rogers, we are committed to protecting the privacy of the personal information of our customers and users of our digital properties. We take all reasonable steps to ensure that this information is safe and secure, including putting in place rigorous policies and procedures to fully comply with all Canadian privacy laws and regulations.

This Policy covers the following information:

- Scope and application;
- How we obtain your consent to collect, use and disclose your personal information;
- How and why we collect, use and disclose your personal information;
- Details on where your information is stored, secured and how long it is kept for;
- How to access your personal information that we hold; and
- Who to contact for queries about your privacy

Scope & Application of this Policy

Who does this policy apply to?

All customers and users of the products, services, websites, apps, and other digital services offered by Rogers and other members and affiliates of the Rogers Communications Inc. organization. These include our wireless services (Rogers, Fido, Chatr, Cityfone and its branded entities), Rogers Media brands (for a full list click [here](#)), our Connected Home services (TV, Internet, Home Phone and Smart Home Monitoring), and Rogers for Business.

In some instances, our products and services or those offered by a third-party service provider to our customers or users have their own specific privacy policies.

Who does this policy not apply to?

This policy does not apply to those who are interacting with the Toronto Blue Jays or customers of Rogers Bank.

What information does this Privacy Policy apply to?

This policy applies to all personal information that we collect, use, or disclose about our customers and users of our digital platforms.

This includes your name, address, email, how you pay for your services, how you use our products including our websites, network use, and information gathered from third parties, such as credit bureaus. It also includes IP addresses, URLs, data transmission information, as well as the time you spend on websites, what advertisements you follow, and your time on and use of our apps.

What information does this policy not apply to?

Any information that we de-identify, aggregate or anonymize to identify trends, manage our business, develop statistical information, understand how we are performing, or develop relevant products, services or offers.

Such information may also be shared with third parties for other analytical purposes but will not personally identify any individual.

Consent

How does Rogers obtain consent?

Your consent to the collection, use, or disclosure of personal information may be implied or express, through written, oral, electronic or any other method.

For example, when you provide us your address, it is implied that it is used for billing purposes and service provisioning. However, if we are dealing with more sensitive information, such as performing a credit check, we will seek your express consent. We will also obtain your express consent for marketing purposes.

Withdrawing Consent

The choice to provide Rogers with your consent is always yours, however, your decision to withhold such consent may limit our ability to provide you with certain products, services, or offers.

How & Why We Collect Personal Information

How does Rogers collect my personal information?

We primarily collect information about you, from you. We do this when you sign-up for new products or services, when you make changes to your account, when you get in touch with us by phone, email or chat, when you visit one of our stores, websites or apps, when you fill out a survey or enter a competition, when you participate in our online forums, or when using our networks. Your information may be collected in the following ways:

- **Automatically:** When you use a product or service that we supply to you.
- **From technology used at our retail stores or other company premises:** When you visit a store, we may collect your information via a range of methods, including point of sale tools, or video.
- **From other sources:** In certain circumstances we may need to collect information about you from other sources, such as credit agencies, but we will endeavor to obtain your consent to do so.

From our digital channels like our websites and mobile apps: When you interact with us via digital channels we will collect your personal information in different ways such as through use of cookies or web beacons.

Why does Rogers collect my personal information?

Rogers collects personal information for many different reasons in order to provide you with the products and services we offer, including but not limited to the following:

- To deliver you the products and services you have purchased from us, and to bill you and collect payment for those products and services.
- To understand your needs and offer you products and services from members of the Rogers Communications Inc. organization including Rogers, Rogers Bank and our agents, dealers and related companies, or trusted third parties that may be of interest to you.
- To provide tailored service to you. For example, we may use account information about you to improve your interactions with us or provide a positive and personalized customer experience.
- To provide geo-location services that will send you offers and promotions from carefully chosen third parties based on your current and historical personal location information.
- To perform analytics, administer surveys, or request feedback to improve and manage our relationship with you.
- To ensure the Rogers networks are functioning and protect the integrity of our networks.
- To confirm or authenticate your identity and ensure your information is correct and up-to-date.
- To ensure compliance with our Terms of Service and Acceptable Use Policy.
- To comply with legal obligations and regulatory requirements.

We may collect information to manage credit and business risks, collect an outstanding debt, detect, prevent, manage, and investigate fraud or other unauthorized or illegal activity. This may require us obtain information from credit agencies or members or affiliates of the Rogers Communications Inc. organization, such as Rogers Bank.

Your information may also be collected to evaluate eligibility for other Rogers' products and services, and to assist members or affiliates of the Rogers Communications Inc. organization, to assess your eligibility for their products or services.

From time-to-time, information may also be collected for other purposes, or as permitted or required by law. We will always identify any additional purpose prior to, or at the time, of collection.

Disclosure

When is my personal information disclosed?

Unless we have your express consent or pursuant to a legal power, we will only disclose your personal information to organizations outside Rogers without your consent in the following limited circumstances:

- To a person who, in our reasonable judgement, is seeking the information as your agent.
- To another telephone company, when the information is required for the provision of home phone service and disclosure is made confidentially.
- To a service provider or other agent retained by us, such as a credit reporting agency, for account management, the collection of past due bills on your account, or to evaluate your creditworthiness.
- To a service provider or third party that is performing administrative functions for us to manage our customer accounts.
- To another organization for fraud prevention, detection or investigation if seeking consent from you would compromise the investigation.
- To a law enforcement agency whenever we have reasonable grounds to believe that you have knowingly supplied us with false or misleading information or are otherwise involved in unlawful activities.
- To a public authority or agent of a public authority if it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information.
- To a public authority or agent of a public authority, for emergency public alerting purposes, if a public authority has determined that there is an imminent or unfolding danger that threatens the life, health or security of an individual and that the danger could be avoided or minimized by disclosure of the information.
- To a third party who may be interested in buying Rogers assets and personal customer information must be shared to assess the business transaction.
- We will disclose information about your credit behaviour to credit reporting agencies or parties collecting outstanding debt.
- Your personal information may also be shared with members or affiliates of the Rogers Communications Inc. organization such as Rogers Bank.

Storage, Security & Retention

Where will my personal information be stored?

Personal information about our customers or users of our digital properties may be stored or processed in or outside Canada. The information will be protected with appropriate safeguards, but may be subject to the laws of the jurisdiction where it is held.

How will Rogers ensure my personal information is kept safe?

Rogers has rigorous security and safeguard processes and procedures to ensure the information we have about our customers and users of our digital properties remains safe from theft, loss, or unauthorized access.

Rogers Chief Privacy Officer and delegates ensure that Rogers is responsible for all personal information of our customers and users of our digital properties in our possession and control. We ensure that there is a comparable level of protection for information that is processed for us by third parties.

How long will Rogers retain my personal information?

Rogers will only retain your personal information for as long as necessary to fulfill the purpose for which it was collected or for sufficient time to allow you access to the information if it was used to make a decision about you or your account. Information that is no longer required by us will be destroyed or deidentified.

Access

How to access your personal information

You may access or review the information we have about you. You can challenge its accuracy and completeness and request amendments, as appropriate, by contacting us at privacy@rci.rogers.com or in writing at Chief Privacy Officer, Rogers Communications Inc. 333 Bloor St. E., Toronto, ON, M4W 1G9.

You can also visit the privacy pages on rogers.com/privacy for more information.

If you remain concerned about your Privacy after contacting Rogers:

The Office of the Privacy Commissioner of Canada oversees Rogers' personal information handling practices. If your privacy concerns are not addressed to your satisfaction by Rogers, you may contact the Office of the Privacy Commissioner of Canada for further guidance:

- Website: www.priv.gc.ca/en
- By Phone: 1 800 282 1376 or 819 994 5444
- By Fax: 819 994 5424
- By TTY: 819 994 6591

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To learn more about Cityfone products and services, visit cityfone.net

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