

## APEGA Mobile Terms of Service Agreement (the "Agreement")

### 1. Terminology

In this Agreement, capitalized terms have the meaning set forth below:

**APEGA Mobile** – Also referred to as the “program”, “APEGA Mobile program”, “AMP” or “the APEGA program”. The mobile program which is available to APEGA Staff, Members, and their family/friends.

**APEGA Member** – An individual who is registered with APEGA, has an APEGA Member ID number, and is a Member in Good Standing with APEGA.

**APEGA Member Benefits team** – The specific APEGA staff members responsible for overseeing, managing, and negotiating terms of the APEGA Mobile program.

**APEGA Mobile Plan** – This refers to the specific package that has been purchased by APEGA staff, members and/or family and friends of APEGA members. AMP offers five plans to its Users (information provided below).

**APEGA Mobile Program Portal** – A web-based software that Users may use to view billing information, pay invoices, request support, and add lines. The APEGA Mobile Portal is provided by Managed Vendor Solution, a third-party company contracted by APEGA to manage and provide technical support to the portal of the APEGA Mobile program.

**Affiliates** – has the meaning as defined in the *Business Corporations Act* (Alberta).

**APEGA** – is The Association of Professional Engineers and Geoscientists of Alberta, a corporation duly incorporated under the laws of Alberta.

**APEGA Account** – is the corporate account with Rogers through which the Services are provided.

**CRTC** – is the Canadian Radio-television and Telecommunications Commission.

**Device** – is the tool used to access the Services.

**Managed Vendor Solution** – A vendor contracted for billing and user service for Users on APEGA Mobile.

**Parties** – means APEGA and the User and ‘Party’ means either one of them.

**Rogers** – Rogers is the provider of the mobile services. APEGA Mobile operates on the Rogers network.

**Rogers Mobile Network** - has the meaning given to that term in Section 8.1 herein.

**Services** - are the mobile voice, data and related services provided on APEGA Mobile plan on the APEGA Account for in this Agreement. For certainty, any materials the User accesses through the internet, or downloads, do not form part of the Services.

**Third Party Services** - has the meaning given to that term below.

**User** – The end user of the APEGA Mobile program. This may be an APEGA staff, Member or friends and/or family of an APEGA member and being the person or entity that is responsible for the use of the Services.

## 2. Agreement

- 2.1. This Agreement is between the User and APEGA. By accessing or using the Service you agree to be bound by this Agreement. The terms of this Agreement are subject to change at any time in accordance with Section 4.1. APEGA mobile will notify Users with any changes made to this Agreement. Continued use of the Services after changes to the terms and conditions will be considered acceptance of the modified form. If you do not consent to this Agreement, or the changes, you are not authorized to use the Services.
- 2.2. This Agreement, including any Schedules, and any APEGA, Managed Vendor Solution or Rogers policy documents referred to in this Agreement, as applicable, set out the full and complete agreement between APEGA and the User about the 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 APEGA and the User except as specifically set forth or referred to in this Agreement.
- 2.3. Any limitation of liability or indemnification that applies to APEGA in this Agreement also applies to its directors, officers, Affiliates, contractors, employees and agents.
- 2.4. By using the Services, the User accepts and agrees to abide by this Agreement.

## 3. Program Information

APEGA has negotiated market-leading rates for mobile plans on behalf of its members. This program is a Corporate Plan through Rogers and as such, Users will not be able to enroll into the program through calling Rogers' User Service or by visiting a Rogers store. Users who are interested to join the program MUST contact APEGA Mobile Program team at [apegamobile@apega.ca](mailto:apegamobile@apega.ca)

The APEGA Mobile program will be administered by the APEGA Member Benefits team, who will interact directly with APEGA Members to provide support for joining/leaving the program, adding lines, billing, etc. In addition, the Member Benefits team enlists assistance and support from third party users to run the daily operations of the program to the best possible standards on a commercially reasonable basis.

Please note that there are some differences between Rogers plans on a corporate program and a consumer plan. These differences include, but not limited to:

- Users will not have an individual account number unique to their line(s); the APEGA Mobile program will have one account number for all lines.
- Users will not be able to request changes to their line(s) through Rogers support channels (Online, Phone or In-Store). The APEGA Mobile program is a Corporate Account. As such, only select APEGA staff have authority to request changes to the account, such as adding, or removing lines from the program, etc.
- A detailed monthly invoice will be issued, Users will have access to the monthly bill added on the APEGA Mobile Portal.
- When a line is ported out (removed from the APEGA Mobile program), we must be notified that the line is no longer on the program to stop the automatic billing.

- Data and cellular usage tracking are available. In addition, all the plans on the program are unlimited and will be throttled to 512 kbps after the plan maximum amount is reached. Users can also track their own monthly data usage using a 3rd party application, which may be downloaded through the app stores (Google or Apple).
- APEGA retains the right to suspend or cancel any lines that do not comply with this Agreement.

### 3.1. Fair Usage Data Policy

To ensure the User enjoys optimal experience on the Rogers' network and abroad, APEGA has implemented a Fair Usage Policy. For domestic data usage and roaming data usage, this Fair Usage Policy specifies that if a Line utilizes more than the Data at Maximum Speed allocation for its applicable plan, Rogers will throttle the mobile data throughput for such Line to the speed levels specified in the applicable plan for both domestic and roaming data for the remainder of that billing month. In addition, the User may not use a Line associated with this Fair Usage Policy as a hub for other data-consuming devices not associated with the primary Line, nor otherwise use such Line in a way not typical of standard Voice and Data traffic consumption. If APEGA identifies any such non-intended usage, the Line will be migrated to a plan with appropriate data inclusions and or removed from the APEGA Mobile Program. APEGA retains the right to suspend or cancel any lines that do not comply with this Agreement.

### 3.2. Available Plans

Offered Plan Tiers	
<b>Talk and Text Data Plan</b>	\$24.00 per month plus applicable taxes
<b>Unlimited 25GB Plan</b>	\$42.90 per month plus applicable taxes
	Unlimited data (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)
<b>Unlimited 50GB Plan</b>	\$49.25 per month plus applicable taxes
	Unlimited data (Includes 50GB of Max Speed Data per line, per billing cycle. After 50GB, data speed is throttled to speeds of up to 512 kb/s)
<b>Unlimited 100GB Plan</b>	\$68.00 per month plus applicable taxes
	Unlimited data (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) Includes unlimited calling, texting, and data within Canada, US and Mexico, Calls and texts to international phone numbers that originate outside of Canada/US/Mexico will be subject to standard rates

Included Features for all Plan Tiers	
Voice	Unlimited North American calling from Canada
Text	Unlimited Canada, US and International text messaging (SMS/MMS) from Canada
Included Options	<p>2500 Minutes of Call-Forwarding per billing cycle Call Display and Name Display</p> <p>Call Waiting and Conference Calling VoLTE (Voice over LTE)</p> <p>Wi-Fi Calling for compatible devices</p> <p>Enhanced Voicemail &amp; Visual Voicemail (applicable devices)</p>
Plan Add-Ons	
Data Only for Tablet	<p>\$10 addition per month to add a Smart Watch to your plan</p> <p>Includes an additional 1GB of max speed data to your selected Plan Tier per billing cycle (After 1GB, data speed is throttled to speeds of up to 512 kb/s)</p>
Travel & Roaming	Roam Like Home™
	<p><b>Roam Like Home™</b> lets you use the talk, text and data included in your monthly plan just like you would at home. This feature is automatically enabled on all subscriber lines. Once you arrive in your destination, you will receive a welcome notification confirming that Roam Like Home™ is active and ready to use. Once Roam Like Home™ has been activated, the duration will last for 24 hours; at which time, should you continue using Roam Like Home™, you will incur an additional charge applicable to the destination you are in. The charges are as follows:</p> <p>\$14/day* for US Destinations</p> <p>\$16/day* for International Destinations</p> <p><i>*Rates are set by Rogers and are subject to change without notice</i></p> <p><i>*charged for a maximum of 20 days per billing cycle</i></p> <p><b>Flex Roaming</b></p> <p>Flex Roaming is a feature that is enabled based on where you are travelling and is offered in countries where Roam Like Home™ is not available. Flex Roaming offers different Tiers based on your usage requirements. Flex Roaming will be automatically enabled in countries that do not have Roam Like Home™ coverage. For more details, please see <a href="https://www.rogers.com/consumer/mobile/travel">https://www.rogers.com/consumer/mobile/travel</a></p>

	<p>For Users who do not wish to incur charges, all voice, text and/or data functions should be turned off, as applicable, for the duration of time spent in US and international destinations. It is important to keep in mind that APEGA and Rogers have no control over what third-party mobile services may charge in the country where roaming occurs.</p> <p>Neither APEGA nor Rogers will offer credits on unexpected bills, as charges are reflective of a Device's use.</p> <p>Please contact APEGA Mobile with any questions <u>prior</u> to travelling for information and pricing on travel packages and roaming.</p> <p><b>Snowbird Plan Add-on</b></p> <p>If you travel to the US or Mexico for longer periods of time, the Canada/US/Mexico Snowbird Plan Add-on allows you to</p>
	<p>utilize your talk, text and data included in your APEGA Mobile plan while roaming in the US and Mexico.</p> <p>Calls and texts to international phone numbers that originate outside of Canada/US/Mexico will be subject to standard rates</p> <p>Contact APEGA Mobile for details and to have this feature added- on before you leave the country</p> <p>\$20.00 per month (must be for a minimum of 6 consecutive months of full billing cycles)</p>
<b>International Long-Distance Saver</b>	\$5.00 per month, per line, plus usage charges, for reduced rates on international calling. Details on rates can be found here: <a href="#">US and International Preferred Rates</a>
<b>411 Charges</b>	\$4.25 per call, plus airtime
<b>Voicemail to Text</b>	\$4.00 per month, plus voicemail charges where applicable
<b>Special Messaging</b>	Voicemail-to-text, text-to-landline and others are not included as part of the unlimited texting of your plan. Users are responsible for all costs associated with special messaging.
<b>Note:</b>	<i>Rates are set by Rogers and are subject to change without notice</i>

- Questions should be directed to the Mobile Program email: [apegamobile@apega.ca](mailto:apegamobile@apega.ca)

### 3.3. Data tracking

- a) What are the options available for Users to track their usage from the device?

Data and cellular usage tracking are available. In addition, all the plans on the program are unlimited and will be throttled after the plan maximum amount is reached. Users can also track their own monthly data usage using a 3rd party application, which may be downloaded through the app stores.

#### Android

Android phones have data tracking and limiting capabilities built into the operating system. This can be accessed through the phone Settings > Mobile Data.

#### iPhone

Apple operating systems do have the ability to track data usage, but this must be configured before the billing cycle begins. This can be accessed through Settings > Cellular

- a) Can I add a Data-only Device to my plan?

Users can add a data-only device (tablet, air card, etc.) to their line for \$10/month + applicable tax. This will allow that device to share data with the User's mobile plan. Please note that we offer data-only packages which have to be activated after a main phone plan is activated. Users must connect their data-only device with another voice and data plan under the program.

### 3.4. Program Management

- a) How to submit a request or an inquiry?

Users can request changes to their line(s) through the APEGA Mobile portal or through contacting [apegamobile@apega.ca](mailto:apegamobile@apega.ca), however these changes must still be approved and implemented by APEGA Member Benefits Team. It may take up to two business days for requests to be fulfilled and the changes to become effective.

- b) How can Users contact the APEGA Mobile Program Team?

- Contact [apegamobile@apega.ca](mailto:apegamobile@apega.ca)
- Submit a support ticket on the [APEGA Mobile](#)

### 3.5. Moving to the Program

- a) *Can I transfer my existing line to the program and maintain my current phone number?*

If Users have an existing phone number that they would like to continue using, they will be able to “port” that number into the APEGA Mobile Program. For all carriers other than Rogers, we will require the User's current carrier name and account number to complete the port. If Users are currently with Rogers, they will need to call Rogers User Service and request a “transfer of responsibility to APEGA Account”. They will need to ask for an “Interaction ID” for that request and enter that ID number during the registration process: [Transfer of Existing Line Instructions](#)

b) *Can I request a new number?*

If Users do not have a phone number or would like to sign up for a new number, we will be able to secure a phone number for Users as part of the registration process. [Request New Number Instructions](#)

c) *Are friends and family allowed to join the program?*

The program is available to family and friends (referred to as an “Entourage”) of APEGA Members and Staff, provided the Member/Staff is the primary account holder and is willing to take responsibility if a family member/friend under this account is unable to pay the bill.

d) *How to add family and friends (“Entourage”)?*

The Member/Staff must remain the primary account holder and assumes responsibility if a family member/friend under this account is unable to pay the Bill. APEGA Mobile is a single corporate account whereby all subscribed Users utilize a Shared Unlimited Data Plan which is supplied by Rogers in accordance with the master agreement between APEGA and Rogers. There are differences between mobility corporate- enterprise accounts and consumer accounts in terms of features, roaming, data-usage and charges. Without limitation, with a corporate account, the policies are set between APEGA and Users, while with a consumer account, the policies are set between the network/provider and Users.

APEGA Members will be required to create an account on the APEGA Mobile portal before signing up friends or family. Once an account has been created, Users will be able to invite individuals to join the program under the Member’s account. [Adding Entourage Member Instructions](#)

The APEGA Member/Staff does not need to have their phone on the APEGA Mobile Program for their family/friends to join, however they will need to create an account before they can share the registration link. This mechanism ensures that APEGA Members/Staff are providing appropriate consent for their affiliates to register using their APEGA Member ID number/Staff affiliation.

### 3.6. Payment for Individual Lines

Although all lines must be under the APEGA Member’s/Staff’s account, there is a mechanism available which will allow Users to pay for each line with a separate credit card, if preferred. For more information, please contact [apegamobile@apega.ca](mailto:apegamobile@apega.ca).

### 3.7. Privacy

How does the program protect my privacy?

- APEGA values and respects our Members’ privacy. APEGA's handling of personal information of Users under this Agreement will be managed in accordance with this Agreement, the [APEGA Privacy Policy](#), and applicable privacy laws.
- A small number of select APEGA staff and our third-party vendors, responsible to manage the APEGA Mobile Program Portal, will have access to bulk data (number of devices, bulk charges, mobile data usage, account holder names, etc.) for the sole purposes of invoicing Users and general program management.

- See Section 4.15: by participating in the APEGA Mobile program, you acknowledge that the handling of personal information of Users by Rogers or the Managed Vendor Solution will be governed by the privacy policies of those service providers, or providers of Third-Party Services if you elect to use such services.
- Rogers has added an automatic port block on all the program lines to protect our program Users from the 'port-out' scam. Users leaving the program must contact [apegamobile@apega.ca](mailto:apegamobile@apega.ca) to request a port block removal prior to porting out the line to a different carrier.

### 3.8. Network Coverage

The available plans will connect Users to the full Rogers network. All plans are 5G compatible depending on the capabilities of the phone being used.

### 3.9. Extended Coverage

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 a User's monthly usage (voice, data and SMS) must occur on the Rogers Wireless Network. If the majority of a User's monthly usage occurs within Extended Coverage areas, Rogers may restrict or limit the User's access to Extended Coverage on an ongoing basis. Further, where Rogers identifies that the User's usage while utilizing Extended Coverage is excessive, Rogers reserves the right to charge the User a reasonable fee for such excessive usage, or, alternatively, to block such User from utilizing Extended Coverage going forward.

A User's Rogers Device will always connect to the Rogers Wireless Network if it is available. Once a User has left the Rogers Wireless Network and has entered an Extended Coverage area, the User's Device will automatically connect to Extended Coverage. If the User is on a call when they enter an Extended Coverage area, the call will drop. Once EXT appears on the User's Device screen, they can call back to complete their call. A few enhanced features may not be available while in an Extended Coverage area, including:

- Call Display / Name Display
- 4-1-1 Directory Assistance Call Completion
- Pound numbers (#) and short codes
- N-1-1 codes:
- 2-1-1 Community Information
- 3-1-1 Non-Emergency Municipal Government
- 5-1-1 Weather & Traveler Information
- 7-1-1 Access to Message Relay Service (MRS) by the deaf
- 8-1-1 Non-urgent Health Tele triage Services

Please note that Rogers and its roaming partners may, without notice, change geographical coverage



areas. Rogers is not liable to the User for any loss suffered as a result of any disruptions or outages to Extended Coverage, or as a result of any changes to Extended Coverage areas.

### 3.10. Wi-Fi Calling.

Wi-Fi Calling enables the User to use a compatible Rogers 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 needs to enable Wi-Fi Calling on their compatible Rogers Device, accepting the Terms & Conditions and registering an emergency 9-1-1 address for emergency calls. There is no additional fee to use this feature and, in most cases, when Wi-Fi Calling is enabled and the User has access to both Wi-Fi Calling and a mobile network, the device will automatically default to use Wi-Fi Calling. This applies both when the User is within Canada and when roaming outside of Canada. A list of eligible devices and more details about this feature are available at [www.rogers.com/wificalling](http://www.rogers.com/wificalling).

If the User uses Wi-Fi Calling while outside of Canada, the following will be deducted from the wireless plan without incurring any long distance or roaming charges:

- i Incoming calls and text messages received from anywhere in the world.
- ii Outgoing calls and text messages made or sent to a Canadian number.

Roaming and/or long-distance charges will vary depending on the roaming option the User has on the account. If the User has Roam Like Home, outgoing Wi-Fi Calling calls or text messages made to a non-Canadian number will trigger the Roam Like Home daily charge. If the User has already incurred this charge, then all outgoing Wi-Fi Calling calls, and text messages made or sent during the period for which the charge was incurred will be covered under the initial Roam Like Home charge. If the User has Flex Roaming, all outgoing Wi-Fi Calling calls and text messages to a non-Canadian number will be deducted from the tiers according to the country Zone. If the User exceeds the limit on a specific tier, overage rates outlined in the agreement will apply.

**IMPORTANT: WI-FI CALLING HAS DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1 EMERGENCY SERVICES. PLEASE REVIEW ALL LIMITATIONS ON YOUR DEVICE WHEN YOU ENABLE THE FEATURE PRIOR TO ACTIVATION. IF YOU DO NOT AGREE, DO NOT ENABLE THE FEATURE. To learn more, please visit [www.rogers.com/911](http://www.rogers.com/911).**

**IMPORTANT INFORMATION ABOUT THE DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1 IMPORTANT: WI-FI CALLING HAS DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1 EMERGENCY SERVICES. PLEASE REVIEW ALL LIMITATIONS ON YOUR DEVICE WHEN YOU ENABLE THE FEATURE PRIOR TO ACTIVATION. IF YOU DO NOT AGREE, DO NOT ENABLE THE FEATURE. To learn more, please visit [www.rogers.com/911](http://www.rogers.com/911).**

By using Wi-Fi Calling, the User acknowledges and agrees to the information in this section regarding the limitations of using Wi-Fi Calling for dialing 9-1-1. If the User is not comfortable with these limitations, Rogers recommends not using Wi-Fi Calling, or consider an alternate means for accessing traditional 9-1-1 emergency services. Rogers recommends that the User keep an alternative phone service handy to increase the reliability of access to emergency services during any service interruption.

**Note:** Wi-Fi Calling cannot support emergency calls made outside of Canada or the United States. The User of Wi-Fi Calling must ensure they are connected to a mobile network when attempting to make an emergency call outside of Canada or the United States to be routed to the nearest emergency services. The User agrees to inform all User employees or Users who activate Wi-Fi Calling on the device of the following limitations and requirements.

### **3.11. Billing**

#### **Charges and Payments (Billing)**

User must at all times have on record with APEGA Mobile valid, active and current credit card information and a current municipal (mailing) address, which are requirements of being on the APEGA Account.

A User account which does not have a valid, active and current credit card or a current mailing address on file at any time may be suspended or cancelled by APEGA immediately on notice of same by APEGA, as APEGA determines in its sole discretion.

The User will be billed monthly (currently, each billing period is the 15<sup>th</sup> day of the month to 1<sup>st</sup> day of the following month, but these start and end dates are subject to change). Users will receive an email and/or text message notifying them when a bill has been issued and is available for viewing online (an online account manager is maintained for the User). The User's credit card on file will be charged when the User is informed that their monthly invoice is available for viewing. The date APEGA Mobile first attempts to pay the User's bill with the credit card on file for the User is the required payment date.

**This Agreement constitutes good and valid authority from the User for APEGA Mobile, on behalf of APEGA, or APEGA directly, to charge the User's credit card on file upon the issuance of any and all bills to the User, for all costs, fees, charges, late fees, interest and other amounts incurred by User under this Agreement. For certainty, this right to charge User's credit card continues after this Agreement is terminated for all costs, fees, charges, late fees, interest, accelerated charges and other amounts incurred by User under this Agreement.**

If payment of an amount due on the User's account is not received by APEGA by the required payment date (such as, without limitation, the credit card on file not being valid or payment being declined), it will be considered an outstanding amount and will be subject to interest at the rate of 2% per month, calculated and compounded monthly on the outstanding amount (26.82% per year) from the required payment date until the date APEGA 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 APEGA Mobile.

Without derogating from or limiting anything else contained in this Agreement, if payment of an amount due on the User's account is not received by APEGA by the required payment date, APEGA may suspend or cancel the User's account. In the event of a suspension of the User's account, charges for the Services, any outstanding Device Fee and all other amounts accruing

under this Agreement will continue to be incurred and will be payable by the User during the suspension period. APEGA has at its sole discretion, the ability to use any other rights under this Agreement, at law or in equity to pursue outstanding payment, including without limitation, termination of this Agreement, collections, seizure and legal action.

The User agrees to pay to APEGA all amounts set forth in each invoice issued by APEGA Mobile, including but not limited to the charges applicable to the Services attributable to the User's Device, regardless of the User's own role in incurring them. For absolute certainty, APEGA will not credit for, reverse or remove charges attributable to a User's Device, even if the User disputes their role in incurring those charges.

Acceptance of late or partial payments does not waive APEGA's right to collect the full amount owing.

APEGA may bill the User up to one year from the date that charges were incurred.

The charges the User may be billed for include, but are not limited to:

- a. the cost of local and long-distance calls, character and data usage charges, and charges for messages and other Services made, sent from or received on the User's Device, including any charges relating to access to the Services of other telephone companies or telecommunication carriers.
- b. the monthly and other fees for using the Services.
- c. amounts payable on account of the purchase of a Device, or a Device Fee, if the User opts to purchase the Device over the Commitment Period.
- d. fees for extended coverage and roaming, as per Sections 9 and 10 herein.
- e. deposit(s), the price of software or other equipment and accessories (if any), shipping and handling and any other fees, charges or costs that arise out of this Agreement.
- f. any charges for excessive data usage.
- g. all amounts billed by Rogers, Rogers roaming partners, third party service providers, Managed Vendor Solution or others that are attributed or allocated to the User.
- h. any fees incurred by APEGA for collection efforts due to non-payment; and
- i. all applicable taxes and similar charges relating to the above listed items.

User should contact APEGA Mobile regarding any questions about billing and/or charges incurred. Users should not contact Rogers directly to address billing concerns.

*a) How does the APEGA Mobile bill me for the Service?*

The APEGA Mobile Plan's billing cycle runs from the 26<sup>th</sup> to 25<sup>th</sup> (inclusive). Users will be invoiced for their monthly fees on the 15<sup>th</sup> of each month. Should a User accumulate overage charges, these

will be added to the next month's bill. Users must have a valid credit card on file at all times. Additional charges will be automatically charged on the credit card on file.

*b) What if I do not pay my bill on time?*

Users need to have a valid credit card on file at all times. The credit card will be charged for the monthly subscription on the 16<sup>th</sup> of each month. When a credit card payment failure exists, a notification will be sent and there will be another attempt on the 19<sup>th</sup> of each month. If the failure still exists after the 2<sup>nd</sup> trial, the line will get automatically suspended.

Any international long-distance calls incurred will be subject to the special international long-distance rates discounted for APEGA Mobile Users. Visit Please visit [www.rogers.com/web/content/add-ons](http://www.rogers.com/web/content/add-ons) for more information

*c) What if I do not understand or disagree with a charge on my bill?*

Users will have the ability to dispute charges through APEGA Mobile Portal, should they feel they were incorrectly invoiced. Any questions or discrepancies regarding charges must be reported to us within 30 days of the date of the applicable bill. Failure to notify us within this time period means that you have accepted those charges.

### 3.12. Line Suspension

*a) Can my Services get suspended or cancelled without notice?*

We may restrict, suspend, block, disconnect or cancel any or all your Services, without notice or liability to you, if:

- You are in breach of this Agreement, including for non-payment (Users need to ensure all the Invoices are paid in the specified dates. Any payment failure will result in the line to be automatically suspended after 2 trials to charge the credit card on the system. You will be notified with the suspension and the ability to re-activate your line after full payment of pending amounts.
- You harass, threaten, or abuse us or our employees or agents.

**If we restrict, suspend, block, disconnect or cancel your Services, you must pay any amounts owing for Services which have been used.**

### 3.13. Leaving the Plan

Users may leave the plan at any time with advance notice, with no cancellation fees. APEGA has signed a contract with Rogers committing to offering the Program, but individual lines are able to come and go as needed. Users will be responsible for paying all monthly and/or overage fees associated with their line.

**Please be advised that for any cancellation/port out, written requests need to be received by APEGA at least 5 business days before the end of the billing cycle (25th of every month).** Kindly note that Users will be charged the full monthly fee for any proration of usage in a billing cycle. (e.g., if you leave the plan 10 days before the end of the billing cycle, you will still be charged the full monthly fee.)

If a User failed to provide a notification that the line is ported out or cancelled from the Mobile Program,

no refund for any automatic payments will be processed. It is the User's responsibility to give advanced written notice (at least 5 business days before the end of the next billing cycle) that the User's line will be ported out or the User no longer wishes to use the Services.

### **3.14. Porting within Rogers (consumer account)**

Can I take my number to a consumer account? In order to transfer a line to a consumer Rogers account, Users will need to request a Transfer of Responsibility through the APEGA Mobile Portal. This transfer of responsibility will yield a specific "Interaction ID number", which the User will then provide to a Rogers representative responsible for creating the new plan.

### **3.15. Porting Outside of Rogers**

Can I take my number to another provider? Yes, you have the right to take or "port" your number to another Canadian telecommunications company. Alternate mobility providers will require the User's phone number and IMEI number\* in order to transfer the phone number to their network. Please note that they may ask for an Account Number. As mentioned previously, individual lines on the APEGA Mobile Program do not have account numbers. As such, we will be unable to provide Users with an account number. Users should simply inform the mobility provider that the account number is inaccessible and that they would like to use their IMEI number\* instead.

Portability of phone numbers will be processed according to standard industry practices and CRTC guidelines. Generally, you can keep your phone number if you transfer services from a mobile provider to another mobile provider, as long as you do not cancel your Service before you switch to the new provider.

You might need to get a new phone number if you move to a different province or "local calling area", or you are transferring from mobile to VoIP. If you're unsure, please contact your new service provider.

*\*This is a unique identification number on all phones. Users can access their IMEI number by typing "\*\*#06#" on their device or by locating it through the phone Settings.*

### **3.16. Cancellation for a Line or Number**

Can I cancel my Service at any time for one of my lines? Users may cancel a line or number within their plan by submitting a ticket on the APEGA Mobile Program Portal to request a cancellation for a specific phone number. This will release the phone number (the number will be permanently lost); Users will not be able to use this phone number with a different provider.

### **3.17. Roaming**

#### **Roam Like Home**

By default, all lines on APEGA Mobile will be automatically enrolled in Roam Like Home. The User does not have the option to block voice or data roaming on the Shared Unlimited Data Plans. If this is needed, Users need to contact APEGA mobile to do so on their behalf.

In destinations other than Roam Like Home Destinations, Individual Flex Roaming options can be purchased by the User for use.

- Roam Like Home lets you use the talk, text and data included in your monthly plan just like you would at home.
- Turn on data roaming on your device. Once you arrive at your destination, you will receive a welcome notification confirming that Roam Like Home is active and ready to use!
- Roam Like Home is automatically enabled on all lines. To avoid incurring unnecessary roaming charges while travelling close to the border, please ensure to change settings on your phone to pick-up Rogers's signal only. If not, you will incur Roam Like Home charges, and it will be billed in the following billing cycle.
- When roaming outside of the Rogers Wireless Network, certain network services may not be available, such as: Call Forwarding, Call Waiting, Call Display / Name Display, accidental roaming, etc.
- When roaming outside of the Rogers Wireless Network, Users shall be responsible for all applicable charges providing such roaming services in the area where roaming occurs (including limitations on liability).

**Roam Like Home Terms & Conditions:**

The following terms and conditions apply when the daily Roam Like Home fee is your default pay-per-use roaming rate and you are roaming in a destination where the fee is available:

1. The daily fee is charged per line and gives you access to the minutes, texts and data included in your Rogers mobile monthly plan. Once active, it will be valid until 11:59 p.m. of that calendar day based on Eastern Time (ET).
  2. The daily fee of \$14 (plus tax) is currently available to you while roaming in the U.S. (including Alaska, Hawaii, Puerto Rico & U.S. Virgin Islands) and the daily fee of \$16 (plus tax) is available to you while in other eligible destinations. If a daily fee becomes available in any other destination, then you will be notified of the applicable rate by text message when you travel to that destination.
  3. Any usage that exceeds the allotted amounts in your monthly mobile plan will be charged at the overage rate applicable to your plan.
  4. The daily Roam Like Home fee is a pay-per-Use Service that may be changed at any time without prior notice.
  5. There is a cap of 20 days per billing cycle on the number of days a line may be charged for the Roam Like Home Destinations daily charge.
- a) *What is the Wi-Fi calling experience while traveling outside of Canada?*

While traveling outside of Canada and using Wi-Fi calling, the following will not incur roaming charges:

- (1) all incoming calls and messages received from anywhere in the world
- (2) all outgoing calls and messages made or sent by you to a Canadian number.

While traveling outside of Canada and using Wi-Fi calling, all outgoing calls and messages made or sent to a non-Canadian number will incur roaming charges.

#### **4. Miscellaneous Account Information**

##### **4.1. Changes to the Agreement**

APEGA may change this Agreement, including but not limited to, the terms and conditions, the schedules, the Services and APEGA's fees and rates at any time. Notice of these changes will be sent by email or otherwise made known to the User 30 days prior to the effective date for the change. If the User does not accept the changes, they may cancel the Services before the effective date. If the User does not cancel the Services, the continued use of the Services is taken as acceptance of the amendments to the Agreement.

##### **4.2. Services**

APEGA, using APEGA's Account, will provide the Services to the User at the rates and with the features based on the corporate account plan summarized in the chart listed above and in accordance with the terms and conditions of this Agreement.

As the account holder of the APEGA account, APEGA reserves the right to make decisions, in its sole discretion and without consultation with User, respecting the APEGA account that impacts the User. If the change increases the User's monthly fee for Services, the User will be given notice 30 days prior to the effective date of the change.

##### **4.3. Account Registration and Management**

APEGA's Account registration and management of the Services will be handled by Managed Vendor Solution on behalf of APEGA through APEGA Mobile. The User warrants that any information provided to Managed Vendor Solution to register for the Services is true and consents to Managed Vendor Solution managing the Services and the User's account. Further thereto, User acknowledges that User may be asked to accept certain terms and conditions in order to be registered in Managed Vendor Solution's system.

##### **4.4. Activation**

The Services start when the User's line is activated by Rogers and a Rogers SIM card or e-SIM card is put/linked to the User's Device or, in the case of existing Rogers Users, when the User's line is migrated to the APEGA Mobile program.

##### **4.5. SIM Cards and E-SIM cards**

The User may only use a Rogers SIM card/E-SIM card in a Rogers approved Device or other hardware which has been approved by Rogers.

##### **4.6. Rogers Mobile Network**

The Services will be provided using the Rogers-owned mobile transmission facilities (the "**Rogers Mobile 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 Mobile Network from time to time.



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/mobile/network-coverage>. APEGA 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.

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.

The Services are provided by Rogers, and only made available by APEGA, and User acknowledges and agrees the APEGA makes no representation, warranty or guarantee regarding the Services and is not responsible or liable for any issue, interruption, cessation or damage of, or caused by, the Services, pursuant to this Agreement.

#### **4.7. Third Party Applications**

The User is responsible for their purchase, use, maintenance and support of any applications, 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 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 therefor. Neither Rogers nor APEGA shall have any responsibility to correct or fix any problems or errors 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.

#### **4.8. Identifiers**

The User acknowledges they have 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 to port their phone number to another mobile service provider upon termination of a line in accordance with the requirements, if any, of the CRTC and by paying any applicable Rogers charges. APEGA is not responsible or liable for any claim or damages and is not liable if the User experiences any issues, delay or inability to port their phone number as set out above.

#### **4.9. Prohibitions and Restrictions**

The User must use the Services at all times in compliance with:



- all laws;
- all APEGA policies, as modified, supplemented and replaced from time to time.
- all Rogers policies, 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](http://rogers.com/consumer/support-terms); and
- any applicable software licenses.

The User shall not use nor permit usage of any of the Services for any improper use.

The User may not resell, remarket, transfer or share any of the Services.

The User will not reproduce, change or tamper with or allow anyone else to tamper with 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.

In addition to the termination rights set out elsewhere in this Agreement, APEGA may, without any advance notice and/or reasons for taking such action, terminate the Services if the User engages in or APEGA suspects, in its sole discretion, that the User is engaging activities which are contrary to the prohibitions and restrictions set forth in this Agreement. APEGA shall not be obliged to justify the termination, nor shall the User be entitled to any compensation, damages, losses, damage to reputation and/or other sums which arise as a direct and/or indirect result of such termination by APEGA.

APEGA reserves the right to charge the User for any direct or indirect costs incurred by APEGA in connection with the User's breach of any provision of this Agreement, including costs incurred to enforce the User's compliance with it.

#### **4.10. No Warranties, Guarantees or Conditions**

To the maximum extent permitted by applicable law, the User acknowledges and agrees that the Services and all Devices (if any) are provided "as is" and "as available" and without warranty, guarantee or condition of any kind whatsoever, express, statutory or implied, including, but not limited to, warranties of merchantable quality, fitness for a particular purpose, infringement, or those arising from a course of dealing or usage of trade. Without limiting the generality of the foregoing, APEGA shall not have any liability whatsoever to the User for:

- a. any interruptions or disruptions of the Services, the internet or the Third-Party Services or any other damages suffered by the User which are caused directly or indirectly by any failures of a Device or equipment owned by Rogers, APEGA equipment, the Services, the Rogers Mobile Network, the internet or the Third-Party Services;
- b. any power failures;
- c. any acts or omissions of the User or their agents or representatives;

- d. any acts or omissions of Rogers or its agents or representatives;
- e. any acts or omissions of Managed Vendor Solution or its agents or representatives;
- f. any acts or omissions of any provider of Third-Party Services, or their agents or representatives;
- g. any disruption of any part of the equipment used to provide the Services;
- h. any infringement of intellectual property rights arising from or in connection with the User's use of a Device, the Services or Third-Party Services;
- i. any event of force majeure; or
- j. any suspension or termination of the Services for any reason whatsoever.

APEGA does not warrant:

- a. the performance, availability, uninterrupted use of, error-free state or operation of the internet or the User's connection to the internet;
- b. that any data or files sent by or to the User (whether by e-mail or otherwise) will be transmitted, transmitted in uncorrupted form, or transmitted within a reasonable period;
- c. the performance, availability, uninterrupted use of, error-free state or operation of the Services or the User's connection to the Services;
- d. the content, availability, accuracy or any other aspect of any information including all data, files and all other information or content in any form, accessible or made available to or by the User using the Services.

APEGA does not give any conditions or make any representations or warranties regarding any third-party content, even if accessed by means of a link provided directly or indirectly by APEGA, Managed Vendor Solution, or otherwise, including without limitation any conditions, representations or warranties regarding the ownership or functionality of such content.

#### **4.11. Content**

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 neither APEGA nor Rogers own or have control over the availability, accuracy or any other aspect of third party 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, APEGA assumes no responsibility or liability for the availability, accuracy or any other aspect of the content contained or accessible through the Services. The User agrees that all content accessed using the Services is accessed and used by the User at their own risk and that APEGA will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to the User's access to such content.

#### 4.12. Indemnification

The User will fully indemnify, defend and forever hold APEGA harmless from any and all claims, damages, losses or expenses of any kind (including without limitation legal fees and costs on a solicitor and own client basis) incurred by APEGA in connection with any and all claims, suits, judgments and causes of action of any kind against APEGA by the User or any third party, including but not limited to Rogers, Managed Vendor Solution, Roger's roaming partners and providers of Third Party Services, for, on account of or arising from or related to or in connection with, as applicable, without limitation:

- a. the acts or omissions or acts or omissions of the User or their agents or representatives, or acts or omissions connected to the User's Device (including without limitation, in relation to infringement of patents or other proprietary rights);
- b. libel, slander, defamation or infringement of copyright or other proprietary right with respect to material transmitted by the User or through use of the User's Device;
- c. injury, death or property damage arising in connection with the acts or omissions of the User or through use of the User's Device;
- d. breach by the User of any of the terms or conditions of this Agreement or any other terms and conditions accepted by the User in relation to this Agreement or the Services (e.g. Managed Vendor Solution's terms and conditions contemplated above) or;
- e. any use or misuse of the Services by the User or any other person.

#### 4.13. Limitation of Liability

- a. *EXCLUSION OF INDIRECT DAMAGES.* IN NO EVENT WILL EITHER APEGA BE LIABLE UNDER THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF SALES OR BUSINESS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES, OR PURE ECONOMIC LOSS, REGARDLESS OF WHETHER A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.
- b. *Overall Limits.* Notwithstanding anything to the contrary, the cumulative liability of APEGA to a Member under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, shall not exceed in aggregate the total fees paid by the Member to APEGA for the Services under this Agreement in the 6 months prior to the event giving rise to the relevant liability.
- c. The exclusions and limitations in this Section 4.13 shall not apply to losses arising out of or relating to APEGA's fraud, gross negligence or willful misconduct

#### **4.14. Security of Information**

APEGA does not have control over the Rogers network, and APEGA cannot represent, warrant or covenant that the User's use of the Services over telecommunications networks will be entirely secure and private. The User acknowledges that, when using such telecommunications networks, it may be possible for third parties to monitor communications while the User uses the Services.

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 the Services.

Neither APEGA nor Rogers will be liable for any and all claims, losses, actions, damages, suits or proceedings whatsoever resulting from, arising out of, or otherwise relating to, the User's failure to take appropriate precautions to protect their networks and systems, and all software, data and files stored on or otherwise forming part of their network and systems, against unauthorized access or any other breach of the User's security or privacy.

The User acknowledges that Rogers has no obligation, but has the right at any time and from time to time, to monitor use of the Services (electronically or otherwise) as necessary to satisfy any law, regulation 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 and Services. Such monitoring shall include but not be limited to bandwidth consumption and how it affects operation and efficiency of the network and the Services.

#### **4.15. Personal Information and Privacy**

To obtain access to and management of the Services, the User will be required to share certain personal information with APEGA, Managed Vendor Solution and Rogers. Notwithstanding any other term or condition contained in this Agreement, the User consents to APEGA accessing the User's account information held by Managed Vendor Solution and Rogers and to Managed Vendor Solution and Rogers disclosing such information to APEGA from time to time to monitor the User's use of the Services or for management of the APEGA Account. Further, the User consents to APEGA and Managed Vendor Solution's use, collection and retention of certain of the User's personal information, such as name, phone number, address, credit card information and usage details, to assist with the administration of the Services or for management of the APEGA Account. Such information will be kept confidential and not disclosed other than to Managed Vendor Solution or Rogers for the purposes of this Agreement.

#### **4.16. Intellectual Property**

APEGA 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, logos, 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 “APEGA IP”). The User has no rights, including any right or license to, and shall not, use, copy, publish, distribute any of the APEGA IP. For certainty, the provision of the Services does not give the User any right, title or interest in the APEGA IP. The User acknowledges that the APEGA IP is of significant and unique value such that breach of any of the rights of APEGA in the APEGA IP will result in immediate and irreparable harm to APEGA, 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, APEGA shall be entitled to seek injunctive or other equitable relief against the User in addition to any other remedies it may have, all of which are reserved.

#### **4.17. Governing Law**

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.

#### **4.18. Force Majeure**

Other than with respect to the payment of charges and other amounts to APEGA under this Agreement, which shall be payable by User regardless of the occurrence of a force majeure event, in no event shall APEGA or the User have any liability for failure to comply with the terms of this Agreement if such failure results from the occurrence of any contingency beyond the reasonable control of that person or entity including, without limitation, strike or other labor disturbance, damage to facilities, riot, theft, fires, flood, lightning, storm, any act of God, power failure, war.

#### **4.19. Other**

- a. 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.
- b. 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 or as a waiver of the provision itself.
- c. 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: (i) upon receipt if hand delivered; (ii) three business days after being deposited, postage prepaid, return receipt requested, in the mail; or (iii) if sent by email to APEGA, when the email was received, as determined by the records maintained by APEGA, or if sent my email to the User, when the email was delivered, as determined by the records maintained by APEGA.

If to the User at the email address that they have provided to APEGA through their APEGA

Mobile Plan.

If to APEGA at: Attention: APEGA Mobile Email: [apegamobile@apega.ca](mailto:apegamobile@apega.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.

- d. This Agreement enures to the benefit of and is binding on the User and ARSEC and their respective assigns and successors. The User may not assign or transfer this Agreement or its rights or obligations hereunder without APEGA's prior consent. APEGA may assign or transfer this Agreement or any of APEGA's rights or obligations in this Agreement without the User's consent.
- e. The provisions of Sections 4.12, 4.13, 4.16, 4.17, 4.18 and 4.19 and any other term which is stated or implied to survive, shall survive termination of this Agreement.