APEGA WIRELESS POWERED BY ROGERS — TERMS AND CONDITIONS

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Terminology

- APEGA Wireless Powered by Rogers Also referred to as the "program", "APEGA Wireless program", "AWP" or "the APEGA program". The wireless 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 Wireless program. APEGA Member Benefits team will interact directly with APEGA members to provide support for joining/leaving the program, adding lines, billing, etc.
- **APEGA Wireless Plan** This refers to the specific package that has been purchased by APEGA members and/or family and friends of APEGA members. AWP offers eight plans to its customers (information provided below).
- **Customer** The end user of the APEGA Wireless program. This may be an APEGA Member or friends and/or family of an APEGA member.
- APEGA Wireless Program Portal A web-based software that customers may use to view billing information, pay invoices, request support, and add lines. The <u>APEGA Wireless Program Portal</u> is provided by Ivrnet Inc., a third-party company contracted by APEGA to manage and provide technical support to the portal of the APEGA Wireless program.
- **Rogers** Rogers is the provider of the wireless services. APEGA Wireless operates on the Rogers network.

1. Program Information

APEGA has negotiated market-leading rates for wireless plans on behalf of its members. This program is a Corporate Plan through Rogers and as such, Customers will be unable to enrol into the program through calling Rogers' Customer Service or by visiting a Rogers store. Customers who are interested to join the program MUST contact APEGA Wireless Program team at wirelessprogram@apega.ca

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:

- Customers will not have an individual account number unique to their line(s); the APEGA Wireless program will have one account number for all lines.
- Customers will not be able to request changes to their line(s) through Rogers support channels (Online, Phone or In-Store). The APEGA Wireless 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.
- No detailed monthly invoice will be issued, customers will only have access to the monthly bill added on the APEGA Wireless Program Portal.
- When a line is ported out (removed from the APEGA Wireless program), we must be notified that the line is no longer on the program to stop the automatic billing.



- Live data and cellular usage tracking are unavailable. Rogers corporate accounts do not have real-time data tracking. Accordingly, it is every customer's responsibility to track their own monthly data usage through the use of a 3-rd party application, which may be downloaded through the app stores. APEGA holds no liability for any improper tracking or usage of data consumption by end user.
- APEGA retains the right to suspend or cancel any lines that continues to consume data beyond the plan's approved amounts for 2 or more consecutive or separate billing cycles.

Fair Usage Data Policy

To ensure the Customer 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 wireless 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 Customer 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 Wireless Program.

Available Plans

a) What are the available plans and features?

The APEGA Wireless Program offers eight Bring-Your-Own-Device plans:

•	Voice & text only Plan	\$25.50/month + applicable tax
•	5GB Plan	\$39/month + applicable tax
•	10GB Plan	\$44/month + applicable tax
•	15GB Plan	\$49/month + applicable tax
•	20GB Plan	\$54/month + applicable tax
•	30GB Plan	\$64/month + applicable tax
•	50GB Plan	\$79/month + applicable tax
•	Unlimited Data 10GB Max Speed	\$42.90/month + applicable tax
•	Unlimited Data 15GB Max Speed	\$43.40/month + applicable tax
•	Unlimited Data 30GB Max Speed	\$44.80/month + applicable tax
•	Unlimited Data 50GB Max Speed	\$80.75/month + applicable tax
	(For Unlimited data plans below 50GB, speed is throttled to 512kbps, and for 50GB plan and above the speed is throttled to 5 Mb/s after the allotted amount of data usage in	
	billing cycle)	



All plans include the following features:

- Unlimited Canada-wide calling (excludes 411 charges= \$4.25 per call)
- Unlimited Canada-wide Text
- Unlimited Canada-to-USA calling
- Unlimited Canada-to-USA Text
- Unlimited Canada-to-International Text
- Enhanced Voicemail
- Call and Name Display
- Call Waiting

Optional Add-ons:

Premium Voicemail-to-Text \$4/month

International Long-Distance Saver
 Roam like Home
 \$5/month plus usage charges with Preferred Rates
 \$12/day in USA & \$15/day in other 128 destinations

• Canada-US Roaming Add-on \$20/month

(Replaces Roam like Home Roaming Plan for United States roaming only and must be purchased for a minimum of 6 consecutive months per line)

Data tracking

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

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

Data Sharing

a) Does the program allow for data sharing?

Data of all users on an APEGA member's account can be pooled and shared except for both the Voice & Text Only plan and the Unlimited Data Max Speed plans.

• For example, if two people each purchased the 5GB plan, the total bill would be \$78 (+GST) and both lines would have a total of 10GB of data to share between them.



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

Customers can add a data-only device (tablet, air card, etc.) to their line for \$5/month + applicable tax. This will allow that device to share data with the customer's wireless plan. Please note that we do not offer data-only packages. Customers must connect their data-only device to an existing plan under the program.

2. Program Management

a) How to submit a request or an inquiry?

Customers can request changes to their line(s) through the APEGA Wireless Program portal or through contacting <u>wirelessprogram@apega.ca</u>, 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.

3. Moving to the Program

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

If Customers have an existing phone number that they would like to continue using, they will be able to "port" that number into the APEGA Wireless Program. For all carriers other than Rogers, we will require the Customer's current carrier name and account number to complete the port. If Customers are currently with Rogers, they will need to call Rogers Customer 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 <u>Transfer of Existing Line Instructions</u>

b) Can I request a new number?

If Customers 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 Customers 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 ("Entourage") of APEGA Members, provided the Member 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")?

APEGA Members will be required to create an account on the APEGA Wireless Program portal before signing up friends or family. Once an account has been created, Customers will be able to invite individuals to join the program under the Member's account. <u>Adding Entourage Member Instructions</u>

The APEGA Member does not need to have their phone on the APEGA Wireless 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 are providing appropriate consent for their affiliates to register using their APEGA Member ID number.

Payment for Individual Lines

Although all lines must be under the APEGA Member's account, there is a mechanism available which will allow customers to pay for each line with a separate credit card, if preferred. For more information, please contact wirelessprogram@apega.ca.

4. Privacy

a) How does the program protect my privacy?

- APEGA values and respects our members' privacy. A small number of select APEGA staff
 and our third-party company, responsible to manage the APEGA Wireless Program Portal,
 will have access to bulk data (number of devices, bulk charges, wireless data usage,
 account holder names, etc.) for the sole purposes of invoicing customers and general
 program management.
- 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
 wirelessprogram@apega.ca to request a port block removal prior to porting out the line to
 a different carrier.

5. Network Coverage

The available plans will connect customers to the full Rogers network.

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, most of the customer's monthly usage (voice, data, and SMS) must occur on the Rogers Wireless Network. Once a line has been detected to use the Rogers Extended Coverage



for more than 50% of their usage for 3 consecutive months, Rogers will restrict the customer's access to Extended Coverage on an ongoing basis.

Please note that some enhanced features (call display, 4-1-1, etc.) may not be available while in an Extended Coverage area. If customers frequently travel to remote locations, please review the Rogers network coverage map before joining the APEGA Plan.

6. Billing

a) How does the APEGA Wireless Program bill me for the service?

The APEGA Wireless Plan's billing cycle runs from the 26th to 25th (inclusive). Customers will be invoiced for their monthly fees on the 25th of each month. Should a customer accumulate overage charges, these will be added to the next month's bill.

Additional charges will be automatically charged on your credit card on file.

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

The credit card will be charged for the monthly subscription on the 25th of each month. When a credit card payment failure exists, there will be another attempt on the 26th. If the failure still exists after the 2nd trial, the line will get automatically suspended.

c) What are the expected overage charges?

- Customers will be charged \$10/GB of data used more than their plan.
- Text-to-Landline services will be charged \$0.15/message.
- Any international long-distance calls incurred will be subject to the international long-distance rates. Visit rogers.com/long distance for current long-distance rates.

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

Customers will have the ability to dispute charges through APEGA Wireless Program 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.



7. 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 an Agreement, including for non-payment (Customers 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 days from the past due Invoice. No prior notification will be sent before the suspension takes place.)
- You exceed our reasonable fair usage limits. APEGA retains the right to suspend or cancel any lines that continues to consume data beyond the plan's approved amounts for 2 or more consecutive or separate billing cycles.
- 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.
- Recurring service charges continue to apply during any suspension of services.

8. Leaving the Plan

Customers may leave the plan at any time, 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. Customers will be responsible for paying all monthly and/or overage fees associated with their line. Please be advised that for any cancellation/port out, requests need to be received 5 business days before 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, and any overages will be charged on the next billing cycle invoice)

If a customer failed to provide a notification that the line is ported out or cancelled from the Wireless Program, no Refund for any automatic payments will be processed. It is the user's responsibility to give an acceptable notification (1 to 2 business days) that the line is ported out or no more exists on the program.

a) Can I take my number to another provider?

Yes, you have the right to take or "port" your number to another Canadian telecommunications company.



Porting to Rogers (consumer)

In order to transfer a line to a consumer Rogers account, customers will need to request a Transfer of Responsibility through the APEGA Wireless Program Portal. This transfer of responsibility will yield a specific "Interaction ID number", which the customer will then provide to a Rogers representative responsible for creating the new plan.

Porting Outside of Rogers

Alternate mobility providers will require the customer'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 discussed previously, individual lines on the APEGA Wireless Program do not have account numbers. As such, we will be unable to provide customers with an account number. Customers should simply inform the mobility provider that the account number is inaccessible and that they would like to use their IMEI number* instead.

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

b) Can I cancel my service at any time?

Customers may cancel their line by submitting a ticket on the APEGA Wireless Program Portal to request a cancellation for a specific phone number. This will **release the phone number (the number will be permanently lost)**; Customers will not be able to use this phone number with a different provider.

c) Can APEGA cancel my service at any time without my request?

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 an Agreement, including for non-payment (Customers 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 days from the past due Invoice. No prior notification will be sent before the suspension takes place.)
- You exceed our reasonable usage limits. APEGA retains the right to suspend or cancel any lines that continues to consume data beyond the plan's approved amounts for 2 or more consecutive or separate billing cycles.
- 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.
- Recurring service charges continue to apply during any suspension of services.



9. Roaming

Roam like Home

By default, all lines on the APEGA Wireless plan will be automatically enrolled in Roam like Home.

- 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 in 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 in the following billing cycle.

Roam like Home Terms & Conditions

The following terms and conditions apply when the daily Roam like Home fee is your default payper-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 wireless 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 \$12 (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 \$15 (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 wireless 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.

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.



10. General

- a) How can customers contact the APEGA Wireless Program Team?
- Contact <u>wirelessprogram@apega.ca</u>
- Submit a support ticket on the <u>APEGA Wireless Program Portal</u>

By accessing or using the Service you agree to be bound by these terms of the agreement. The terms of this agreement are subject to change at any time with no prior notification.