RRS: Business T&C PRODUCT RESERVATION SERVICE TERMS AND CONDITIONS

The following **Terms and Conditions** of service ("Terms") are between **Rogers Communications Partnership** ("Rogers") and you that govern your use of the online **Product Reservation Service** (the "Service").

The **Service** enables you to pre-order certain, high-demand devices, as determined by **Rogers** in its sole discretion, and places you on a wait list. **Rogers** will only ship device(s) directly to the registered business address of the authorized **Business Account** ("Account") with wireless number(s) associated. By using this **Service**, **the Customer** acknowledges, understand and agree to these **Terms**, as outlined below:

- 1. For valid registration of using this **service**; the customer must have an existing business account with **Rogers** and must be one of the following:
 - a. the registered business account owner;
 - b. the company's Authorized Person.
- 2. The customer must provide *Rogers* with true, accurate, current and complete information as requested. When submitting a reservation using this *service*; *the customer* acknowledges and agrees that *Rogers* may store your IP address for validation and to protect against fraud.
- 3. **Rogers** does not guarantee that you will receive the device(s):
 - a) That you have ordered;
 - b) Before other customers who are not using this **Service**, or have purchased their device through other channels.
- 4. Upon completion of the online reservation procedure, a confirmation email will be sent to *the customer* notifying of pending validation. A follow up email, within the 24 hours, will confirm your status. For any reason should your request is declined, the email will outline the reason for refusal.
- 5. By using this **Service**, the **customer** consent to **Rogers**, its affiliates and/or their agents to contact **the customer** (including by letter, email, and telephone or otherwise) with correspondences regarding to your use of the **Service**.
- 6. Rogers will send the customer weekly email updates advising of your position on the wait list.
- 7. **The customer** will be notified 7 days prior to shipping your reserved device(s). Should **the customer** wish to cancel your order, simply sign-in to your reservation account and select cancel. Please note: **the customer** will not be able to cancel the order once device(s) has shipped from warehouse.
- 8. **The customer** agrees to keep your email address and other information on record with **Rogers** current and up-to date at all times.
- 9. **Rogers** is not responsible for providing the **Service** if **the customer** change or cancel your email address or any other information; and fail to promptly notify **Rogers** of such change or cancellation. **The customer** will not be able to use the **Service** if the email address is not active or is unable to accept emails
- 10. It is *the customer's* responsibility to cancel the reservation or use of the *Service* prior to completing a TOR (Transfer of Responsibility), TNC (Telephone Number Change), wireless account cancellation or telephone number port.
- 11. **Rogers** reserves the right to preclude or terminate your use of the **Service** at any time for any reason in its sole discretion. Any misuse of the **Service** by **the customer**; will automatically forfeit your right to receive any device(s) or use of the **Service** with immediate effect.

- 12. *The customer* acknowledges that *Rogers* may collect personal information for using this *Service* and may be stored or processed in or outside Canada. This is subject to the laws of other jurisdictions.
- 13. ROGERS MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE, ANY DEVICE ORDERED THROUGH THE SERVICE, OR THE DELIVERY OF ANY DEVICE. ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ROGERS, ITS AFFILIATES OR THEIR AGENTS CREATES ANY TERM, CONDITION, REPRESENTATION OR WARRANTY NOT EXPRESSLY STATED HEREIN.
- 14. YOU ACKNOWLEDGE AND AGREE THAT ROGERS SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO YOUR USE OF THE SERVICE OR ANY DEVICE ORDERED THROUGH THE SERVICE. IF YOU ARE DISSATISFIED WITH THE SERVICE, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO TERMINATE YOUR USE OF THE SERVICE.

Offer Details

- * To receive a device subsidy when you upgrade your smartphone, you may be required to switch to an eligible smartphone plan, if you are not already enrolled.
- ** The offer ends on September 19th, or while quantities last and is subject to change without notice. It is available to qualified new and existing Small Business customers who are on eligible Share Everything for Business plans with a valid proof of Business ID. If applicable, existing customers may be required to switch to an eligible inmarket Share Everything for Business plan in order to qualify for the offer. The reservation must be completed online through the Rogers Reservation System for Business. The Wireless Bluetooth speaker will be shipped together with the reserved device. If the customer returns the reserved device within 15 days of receiving it, he must also return the wireless Bluetooth speaker in its original condition.