



## DEVICE FINANCING AGREEMENT

This device financing agreement (the “**Agreement**”) is between Fido, operated by Rogers Communications Canada Inc. (“**Fido**”) and you, the customer named below. This Agreement governs the full or partial payment of your purchase of a device (a “**Device**”) over time through an equal monthly payments plan charged to your Fido wireless service(s) account associated with the Device (the “**Financing Program**”). Your Device must be used with an eligible Fido postpaid wireless plan. For tablets, your Device must be used with an eligible Fido postpaid tablet data plan and you must also have a main postpaid wireless line (data-only, Fido Home Phone and prepaid plans not eligible). Unless otherwise specified, your participation in the program may not be combined with any other promotions, offers or discounts. Certain customers, including, but not limited to, prepaid, corporate and government customers are not eligible.

### Financing Program and Disclosure Statement

At the time of entering into this Agreement, you must pay applicable sales tax on the price of your Device. A monthly charge (as set out below) will be billed to your Fido account, beginning on the Effective Date of Agreement and every month thereafter on the same calendar day for the duration of your Agreement Term (as set out below).

Customer Name: _____	GST/HST (based on No Term Device Price):
Customer Address: _____	\$ _____
_____	PST/QST (based on No Term Device Price):
Customer Telephone Number: _____	\$ _____
Account Number: _____	FidoDOLLARS Redeemed (optional): \$ _____
Effective Date of Agreement (YYYY-Mon-DD): _____	Total Financed Amount on Effective Date of Agreement
Expiry Date of Agreement (YYYY-Mon-DD): _____	(Device Price to be Financed): \$ _____
Agreement Term: _____ months	Total Amount of Payments to be made by you under this
Place of Agreement (Province): _____	Agreement (Device Price to be Financed):
Device Model: _____	\$ _____
Device Colour: _____	Outstanding Balance at start of Agreement Term
Device Serial Number/IMEI: _____	(Device Price to be Financed): \$ _____
No Term Device Price: \$ _____	Payment Frequency: Monthly
Down Payment: \$ _____	Monthly Payment Amount: \$ _____
Device Price to be Financed (No Term Device Price less any	Cost of Borrowing: <b>\$0.00</b>
applicable Down Payment and/or FidoDOLLARS™ Redeemed	Interest Rate: <b>0.00%</b>
towards Device Price to be Financed): _____ \$	Annual Percentage Rate (APR): <b>0.00%</b>

**How we apply your monthly Payment:** Each monthly charge payment you make on your Fido account under this Agreement will be applied to reduce your Outstanding Balance under this Agreement.

**Your Prepayment Rights:** You may pay a partial amount or the full amount of your Outstanding Balance under this Agreement at any time without incurring any prepayment charge or penalty. To do so, please contact us at 1-888-481-3436. Any partial prepayment of your Outstanding Balance will result in a reduction of your monthly Payment Amount; the length of your Agreement Term will not change. If you prepay your Outstanding Balance in full, your Agreement Term will automatically expire and this Agreement will terminate.

**Cancelling this Agreement:** If, for any reason, this Agreement is terminated prior to the end of your Agreement Term (as specified above), you must repay your Outstanding Balance upon termination of this Agreement. Otherwise, this Agreement will end on the Expiry Date of Agreement set out above. To the extent permitted by applicable law and after providing you with any required notice, we may terminate this Agreement if you breach its terms, including for non-payment of your charges.

**Cancelling your Wireless Services Early:** You must repay your Outstanding Balance under this Agreement if, for any reason: (i) you cancel your wireless service(s) associated with the Device; (ii) you downgrade to a non-eligible plan; (iii) you transfer your wireless service(s) and/or Fido Service Agreement associated with the Device; and/or (iv) if Device is a tablet, you cancel or transfer your main postpaid wireless line. Payment of the Outstanding Balance is due at the time of any such termination, downgrade or transfer.

**Applicable only to residents of Québec:** Clause required under the Consumer Protection Act.

(Clause of forfeiture of benefit of the term)

Before availing himself of this clause, the merchant must forward the consumer a notice in writing and a statement of account.

Within **30** days following receipt of the notice and statement of account by the consumer, the consumer may:

- (a) either remedy the fact that he is in default;
- (b) or present a motion to the court to have the terms and conditions of payment prescribed in this contract changed;
- (c) or present a motion to the court to obtain permission to return the goods forming the object of this contract to the merchant.

If the consumer returns the goods to the merchant with the permission of the court, his obligation under this contract is extinguished and the merchant is not bound to return to the consumer the payments he has received from him. It is in the consumer's interest to refer to sections 104 to 110 of the Consumer Protection Act (chapter P-40.1) and, where necessary, to communicate with the *Office de la protection du consommateur*.

**Default Charges:** There are no fees charged for entering into this Agreement. 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. This late payment charge will accrue on a daily basis and will be 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 your account to your credit card, bank account or any other payment method pre-authorized by you for payment of our charges.

**Not applicable to residents of Québec:** We may apply administrative charges in connection with your Fido account, including as a result of collection efforts due to non-payment and returned or rejected payments. A list of these charges is available on request, or at [fido.ca/charges](http://fido.ca/charges), and forms part of this Agreement.

**Applicable only to residents of Québec:** Clause required under the Consumer Protection Act.

(Contract involving credit)

- (1) The consumer may cancel this contract without charge within **2** days following the day on which each party takes possession of a duplicate of the contract, except in the case of the sale of a new automobile of which the consumer has taken delivery.

To cancel the contract, the consumer must:

- (a) return the goods to the merchant or his representative if he received delivery of the goods at the time each party came into possession of a duplicate of this contract;
  - (b) forward a notice in writing for that purpose, or return the goods to the merchant or his representative if he did not receive delivery of the goods at the time each party came into possession of a duplicate of this contract.
- (2) The contract is cancelled, without further formality, as soon as the consumer returns the goods or sends the notice.
  - (3) As soon as possible after cancellation, the consumer and the merchant must return what they have received from one another. The merchant shall assume the costs of restitution.
  - (4) The merchant shall assume the risk of loss or deterioration, even by superior force, of the goods forming the object of this contract, until the expiry of the **2**-day period after the day the parties came into possession of a duplicate of the contract.
  - (5) The consumer shall not cancel this contract if, as a result of any act or fault for which he is liable, he is unable to restore the goods to the merchant in the condition in which he received them.
  - (6) The consumer may pay his obligation in whole or in part before maturity.  
The balance due is equal at all times to the sum of the balance of the net capital and credit charges computed in accordance with the Act and the General Regulation made under the Act.
  - (7) The consumer may, once a month and without charge, require a statement of account from the merchant; the latter must furnish or forward it to him as soon as possible and at the latest within **10** days of the receipt of the request.

In addition to the statement of account prescribed above, the consumer who wishes to pay the balance of his obligation before maturity, may, at all times and without charge, require a statement of account from the merchant; the latter must furnish or forward it to him as soon as possible and at the latest within **10** days of the receipt of the request.

It is in the consumer's interest to refer to sections 73, 75 to 79 and 93 of the Consumer Protection Act (chapter P-40.1) and, where necessary, to communicate with the *Office de la protection du consommateur*.

**Governing Law:** This Agreement is governed exclusively by the laws of the province in which your billing address is located and you submit to the exclusive jurisdiction of the courts of such province, but if your billing address is outside of Canada, this Agreement is governed exclusively by the laws of the province of Ontario and you submit to the jurisdiction of the courts of Ontario. **Please note that your rights and remedies may vary by province.**

**General:** This Agreement, as amended from time to time, constitutes the entire agreement between you and Fido for the financing of your Device purchase, and supersedes all prior agreements, written or oral, with respect to the same subject matter. Our failure to enforce strict performance of any provision of this 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 this Agreement. This Agreement enures to the benefit of and is binding on you, your heirs and your legal personal representatives and on your and Fido's respective successors and assigns. You may not assign or transfer this Agreement without our prior consent. We may assign or transfer this Agreement or any of our rights or obligations hereunder without your consent. This Agreement has been drawn up in the English language at the express request of the parties. *La présente entente a été rédigée en anglais à la demande expresse des parties.*

**How to Contact Us:** To contact Fido regarding this Agreement, call 1-888-481-3436 or, from your wireless phone, call 611 (it's a free call). You can also write to Fido Customer Service, 800 De La Gauchetière Street West, Suite 4000, Montréal, Québec H5A 1K3 or contact us online at [fido.ca/contactus](http://fido.ca/contactus).

**By signing below, you:**

- acknowledge that you have read, fully understand and agree to this Agreement.
- authorize Fido to obtain information about your credit history and acknowledge that Fido may provide information to others about your credit experience with Fido.
- agree to be liable for the payment of all charges and other obligations under this Agreement.

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**X** Customer Signature

\_\_\_\_\_

Date

\_\_\_\_\_

**X** Authorized Signature – Company Representative/Primary Account Holder

\_\_\_\_\_

Date

\_\_\_\_\_

**X** Authorized Fido Signature – Fido, operated by Rogers Communications Canada Inc.

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Date