

## **Arbitration Protocol**

The following Arbitration Protocol applies to any arbitration by a customer of KWIC Internet, operated by Rogers Communications Canada Inc. ("KWIC"). All arbitrations shall be conducted pursuant to the relevant provisions of the applicable arbitration legislation in the Province or Territory in which the customer of KWIC who has initiated the arbitration process resides. Upon receiving a notice of arbitration in any form from a customer (referred to hereafter as the "Complainant") KWIC will ensure that the Complainant is provided with a copy of this Protocol along with a list of proposed arbitrators from which the Complainant may, as set out below, select an arbitrator.

### **Selection of Arbitrator**

1. The Complainant and KWIC will take all necessary steps to ensure that the arbitration conducted pursuant to this Protocol is heard and determined by a single neutral, unbiased and experienced decision maker. The arbitrator shall be selected in the following manner:

(a) The Complainant may select any arbitrator from the list submitted by KWIC to act as the arbitrator by written notice to KWIC, and KWIC shall confirm its acceptance to any arbitrator selected by the Complainant by written notice to the Complainant; or

(b) The Complainant may select a person who is not on the list by written notice to KWIC, provided that KWIC agrees to the person selected by the Complainant by written notice to the Complainant.

2. If the parties cannot agree or have not agreed on a person to act as the arbitrator within 15 days of the selection by the Complainant of a proposed arbitrator, either party may commence an application to the Court in the jurisdiction where the Complainant resides seeking an order appointing an arbitrator. Subject to receiving an Order of the Court to the contrary, KWIC will pay all costs and expenses associated with any such application to the Court, including the reasonable legal fees of the Complainant.

### **Place of Arbitration**

3. The arbitration shall be conducted and held in the jurisdiction where the Complainant resides.

### **Procedure of Arbitration**

4. The arbitrator shall establish procedures to be followed in the arbitration, including in respect of all matters related to documentary production, oral discovery rights (if any), evidence, procedural motions and the conduct of the hearing.

5. The arbitrator shall establish procedures with a view to conducting the arbitration on a simplified, inexpensive and expeditious basis, while at the same time ensuring that the substantive and procedural rights of the parties are protected, and that the arbitration process is fair to both parties. For greater certainty, both parties shall have the right to adduce evidence and to make full submissions.

### **Representation of the Complainant**

6. The Complainant may select any person to represent him or her in the arbitration and shall pay for all costs, fees and expenses for such retainer.

### **Cost of Arbitration**

7. KWIC shall pay all reasonable costs as follows, subject to any costs awarded against the Complainant under section 9 below:

(a) any fees or expenses charged by the arbitrator; and

(b) any fees or expenses associated with the use of any facilities required for the hearing of the arbitration.

**Award of Costs**

8. The arbitrator shall have discretion to award costs against KWIC in the event that the Complainant is successful in the arbitration.

9. The arbitrator may only award costs against the Complainant in the event that the arbitrator concludes that the Complainant acted unreasonably, improperly or in bad faith in proceeding with the arbitration. Any costs awarded in favour of KWIC shall not exceed the amount of costs that could reasonably be awarded in Small Claims Court, or similar proceedings, in the jurisdiction in which the arbitration is conducted.

**Appeal Rights**

10. The parties shall have the rights of appeal provided for in the applicable arbitration legislation in the Province or Territory in which the Complainant resides.

**Modification to Protocol**

11. KWIC reserves the right to modify its arbitration protocol from time to time.