

Cityfone Arbitration Protocol

The following Arbitration Protocol applies to any arbitration initiated by a customer of Cityfone, operated by Rogers Communications Partnership or any of its subsidiaries or affiliates (referred to hereafter collectively as "Cityfone"). 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 Cityfone 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") Cityfone will ensure that the Complainant is provided with a copy of this Protocol along with a list of retired judges in the jurisdiction in which the Complainant resides from which the Complainant may, as set out below, select an arbitrator.

Selection of Arbitrator

1. The Complainant and Cityfone 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 retired judge in the jurisdiction in which the Complainant resides to act as the arbitrator by written notice to Cityfone, and Cityfone shall agree to any retired judge selected by the Complainant acting as the arbitrator by written notice to the Complainant; or
 - (b) The Complainant may select a person who is not a retired judge to act as the arbitrator by written notice to Cityfone, provided that Cityfone 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, Cityfone 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.

Costs of Arbitration

7. Cityfone shall pay all costs, fees or expenses of the arbitrator, as well as all costs 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 Cityfone 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 Cityfone 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. Cityfone reserves the right to modify its arbitration protocol from time to time.