

11. On or about August 14, 2004 the Plaintiff entered into two (2) Wireless Service Agreements (the "Agreements") with Rogers whereby Rogers would provide cellular telecommunications services in accordance with the terms and conditions therein. At all material times, the Plaintiff's account number was 4-6020-6717 (the "Account"). Copies of the Agreements as executed by the Plaintiff are attached hereto as Exhibit "C" and "D". The Plaintiff activated two (2) cellular phones on this date, having telephone numbers 416-301-6203 (the "6203 Phone"), and 416-301-5780 (the "5780 Phone").
12. Pursuant to the Agreements, which the Plaintiff executed, the parties agreed to limit the liability of Rogers such that Rogers would not be liable to the Plaintiff for any damages or loss of profit, loss of earnings, financial loss, loss of business opportunities, or any other loss.
13. Paragraph 25 of the Agreements limits the liability of Rogers as follows:

Limits on Rogers' Liability Generally

25. ... [Rogers] will not be liable to you or anyone else (except for physical injuries as a result of our negligence) for:

- any damages, including loss of profit, loss of earnings, financial loss, loss of business opportunities, personal injury, death or any other loss however caused, resulting directly or indirectly in connection with the terms and conditions herein and the Service or equipment, including roaming calls or from the use of our facilities by other telecommunications carriers;

...

These limits apply to any act or omission of us, our employees, or agents, which would otherwise be a cause of action in contract, tort or any other doctrine of law.

14. In accordance with the Agreements between the parties, Rogers is not liable to the Plaintiff for any damages or losses claimed by the Plaintiff.

Parties Agreed that Agreements Could Not be Modified

15. With respect to the Plaintiff's allegations that Rogers accepted responsibility for any special circumstances involving the Plaintiff's son, the Agreements do not provide for any such obligations, responsibilities, or other liability whatsoever and Rogers did not accept any such liability for special circumstances involving the Plaintiff or the Plaintiff's son.
16. The Agreements, which the Plaintiff executed, specifically preclude any modification of their terms as follows:

You agree that this agreement cannot be changed by you. No oral representation of any sales representative, agent, officer or employee of ours shall vary the terms of this agreement.