

TELUS DRIVE+ USER TERMS

TELUS DRIVE+ DEVICE AND APPLICATION ARE A CONNECTED-CAR SERVICE THAT PROVIDE IN-CAR WI-FI AND TRACKS YOUR CAR'S ACTIVITY AND LOCATION. IN ORDER TO USE THE APPLICATION, THE DEVICE MUST BE PROPERLY INSTALLED IN A COMPATIBLE CAR. DO NOT INSTALL OR REMOVE THE DEVICE WHILE YOUR CAR IS RUNNING, AND DO NOT USE THE APPLICATION WHILE DRIVING. THE SERVICE DOES NOT SUPPORT 9-1-1.

Acceptance

1. To use the Service (as defined below) you must click "accept" at the end of the User Terms. By clicking "accept" or using the Service, you agree to be bound by the User Terms. If you do not agree with the User Terms, you must click "decline" and you may not use the Service.
2. The Service is not intended for use by persons under the age of 16. If you are under 16 years old, you may not use the Service. If you are 16 or older but not of legal age to enter into a contract, you should review the User Terms with your parent or guardian to make sure that you and your parent or guardian understand the terms and conditions before accepting the User Terms.
3. The User Terms as amended from time to time ("**Agreement**") contain the terms and conditions that govern your use of the Service. You agree to comply with the terms and conditions of this Agreement. As you read through this Agreement, please note that: "**us**", "**we**" and "**TELUS**" refers to TELUS Communications Company; and "**you**" and "**your**" refers to the TELUS customer who is responsible for the Service.

Service description

4. The Service is made up of the following two components – TELUS Drive+ device ("**Device**") and TELUS Drive+ application ("**Application**"). The Device, which is manufactured by ZTE and is designed to be used with the Application, connects to your car's on-board diagnostics ("**OBD-II**") port. The Application, which is developed by Mojo and is designed to be used with a compatible mobile device: (a) manages the in-car Wi-Fi service; (b) collects and displays various telemetry information from the Device such as your car's location; (c) provides basic car diagnostics such as translating car error codes when available; and (d) may allow you to access other services (including third party services). The Device and Application are collectively referred to in this Agreement as the "**Service**".

Eligibility requirements

5. In order to be eligible to use the Service you must: (a) purchase the Device from TELUS or its authorized dealer; (b) install the Device in your car's OBD-II port; (c) download the Application on a compatible mobile device; (d) create a TELUS Drive+ account; and (e) subscribe to an eligible TELUS Drive+ mobility rate plan. If your circumstances change and you no longer satisfy all the eligibility requirements immediately above, you will no longer be eligible to use the Service and we may terminate your access to the Service without notice to you.

License

6. TELUS grants you a personal, revocable, non-exclusive, non-transferrable, non-assignable, non-sub-licensable, limited license to: (a) install and use the Device in a compatible car; and (b) download and use the Application on a compatible mobile device. The Application is licensed (not sold) to you by TELUS for use strictly in accordance with the terms and conditions of this Agreement. You agree that use of the Service and access to all content and information forming part of or related to the Service, will be at your sole risk.

Charges and account

7. The Application is provided free of charge. However, you may incur data charges associated with an internet connection when you download or use the Application, including Application updates and activities. In addition,

the Device will be constantly sending telemetry information to Mojo for the telematics portion of the Service. This activity uses data from your TELUS Drive+ mobility rate plan. This data usage will continue, even if your car's engine is turned off. The only way to stop the Device from using data is to unplug the Device from the OBD-II port, which should only be done while your car is not running. Finally, the in-car Wi-Fi service also uses data from your TELUS Drive+ mobility rate plan.

8. You are responsible for the Service (including all data charges) and for any anyone who uses the Service. To prevent unauthorized use, you must maintain the confidentiality of the login names, passwords and other identification methods that you use to access the Application and Wi-Fi hotspot.

Limitations and restrictions

9. You can use the Service only for your own individual use and in compliance with the law. You also agree and acknowledge as follows.
 - You will not install the Device in any car that is not owned or controlled by you, or while your car is running.
 - You will install the Device in a compatible car – check car compatibility at telus.com/drive.
 - You are responsible for ensuring the Device is installed securely and properly in your car's OBD-II port.
 - You will install and use the Application on a compatible mobile device.
 - You are responsible for following safe driving practices at all times, including driving in accordance with all traffic laws and laws regarding use of mobile devices while driving.
 - The Device goes into sleep mode when your car is not in use, which reduces battery drain. You will unplug the Device if you plan to park your car for several weeks at a time to help avoid battery drain.
 - You will not modify copy, distribute, transfer or reverse engineer the Device or Application, nor will you alter, disable or circumvent any digital rights management security features embedded in the Device or Application.
 - You will not use the Service to call 9-1-1.
 - The functional use of the Service requires your Device to be connected to the TELUS network or our partner networks ("**Networks**"). Your failure to use the Networks will limit the functionality of the Service.

Changes to the Service

10. We may make changes to or withdraw the Service at any time and we may update, make changes to or introduce new terms at any time. Before we make any changes, we will give you at least thirty (30) days' written notice, by bill message, text message or email. The notice will include a copy of the new term(s) or of the new and former versions of the modified term(s), the date that the change will occur and a description of your rights to cancel the Service (if applicable and as required by law). By continuing to use the Service, you agree to these changes. If you are not happy with any of these changes, you do not have to continue to use the Service.
11. You consent to receiving communications from time to time (including updates, modifications or enhancements to the Service or any other service announcement) through a push notification to the Application, or by bill message, text message or email.

Privacy

12. By accessing and using the Service the following information will be collected: (a) the 10-digit number of your mobile device and email address associated with your TELUS Drive+ account; (b) the vehicle identification number; (c) various telemetry data, basic car diagnostics data and geo-location data; and (d) interaction with the Service, such as the mobile device platform running the Application, internet connection and data usage, and Service performance and error reports. Items (a) through (d) above are collectively referred to as "Information".
13. You consent to Mojo and/or TELUS collecting, using and disclosing the Information for one or more of the following purposes: (a) to provide you with the Service, including third party services that you expressly consent

to; (b) to provide you with related support services (if any); and (c) as identified in the TELUS Privacy Commitment. TELUS may also combine the Information with other information TELUS may already have about you for the purposes specified in (a) to (c) above. TELUS and Mojio will retain your Information for as long as is necessary to fulfill any of the purposes set out in this privacy section and the TELUS Privacy Commitment. No third party (other than Mojio) will be granted access to Information that identifies you without first obtaining your consent.

14. TELUS has the right, but not the obligation, to monitor your access and use of the Service to determine whether such access and use is in compliance with this Agreement and the law. We may also monitor your access and use of the Service if required by law, or for the purposes set out in the TELUS Privacy Commitment. For example, we monitor activity on our networks to detect and prevent fraud to protect both our customers and our business. For further details about the TELUS Privacy Commitment, please visit <http://www.telus.com/privacy>.

Intellectual property rights

15. You acknowledge that TELUS and its affiliates, partners, suppliers and licensors retain exclusive ownership of all intellectual property rights in the Device and Application throughout the world. Except as expressly provided herein, you do not possess, and TELUS does not grant to you, any express or implied rights (whether by implication, estoppel or other legal basis) in or to any such intellectual property rights.
16. The Service may utilize or include third party software that is subject to open source licence terms ("**Open Source Software**"). You agree that your right to use such Open Source Software as part of the Service is subject to and governed by the terms and conditions of any applicable open source licence, including, without limitation, any applicable acknowledgements, licence terms and disclaimers contained therein (collectively, "**Open Source Licence Terms**"). In the event of a conflict between the terms of this Agreement and the Open Source Licence Terms, the Open Source Licence Terms shall govern.
17. TELUS and TELUS logos are trademarks of TELUS Corporation, used under license. All other trademarks, brands, product names that are included in the Device and Application (if any) are the property of their respective owners.

Feedback

18. The Application may allow you to submit suggestions or comments, or to complete surveys, in either case using the feedback functionality in the Application ("**Feedback**"). TELUS will be free to use, disclose, reproduce, license and otherwise distribute and exploit the Feedback as TELUS deems appropriate, entirely without obligation or restriction of any kind on account of intellectual property rights or any other rights. You also waive any moral rights in the Feedback. TELUS will treat the Feedback as non-confidential, non-personal and non-proprietary. You agree not to submit any information or ideas using the Feedback functionality in the Application that you consider to be confidential, personal or proprietary.

Third party services and websites

19. You may elect to use third party mobile applications, services, websites or other third party content (collectively, the "**Third Party Services**") that are made available through the Application or that are compatible with the Service. The Third Party Services are provided to you for your convenience, and TELUS takes no responsibility for, and makes no warranty regarding, and does not endorse the Third Party Services. Your use of any third party service is subject to your agreement with the third party, and any TELUS Drive+ information you consent to share with such third party is subject to that agreement. Your use of any third party service is completely at your own risk.

Warranty disclaimers

20. The Service is provided on an "as is" and "as available" basis. To the fullest extent permitted by law, legal warranties and conditions (implied or statutory) do not apply to the Service.

21. Without limiting the previous section, neither TELUS nor its affiliates, partners, suppliers and licensors, warrant that: (a) the Service will function in a timely, secure, error-free or uninterrupted manner; (b) use of the Service will result in any savings or efficiencies in the operation of your car or the detection of mechanical or technical errors in your car. The Service is not intended to replace the advice, guidance or diagnosis of licensed mechanics or proper car maintenance. The information provided by the Service is not intended to replace the information provided to you on the road (for example, traffic signs, lane closures, police instructions) or through operation of your car. You are solely responsible for the operation of your car, including while you are using the Service.
22. Neither TELUS nor its affiliates, partners, suppliers and licensors are responsible for any harm to your property: (a) arising from your installation or use of the Device, including any damage to your car, or any voiding of your car warranty; and (b) resulting from use of the Application, including download, installation, transmission failure, or alterations the Application may make to the functionality of your Device, mobile device, OBD-II port or other software or hardware.

Limitation of liability

23. In the Province of Quebec and to the fullest extent permitted by law, TELUS and its affiliates, partners, suppliers and licensors will not be liable to you or to any other person for any damages or expenses (including loss of profits, loss of earnings, loss of business opportunities, loss of data, economic loss or other similar loss, or punitive damages) arising out of or in connection with the use or failure of the Service, whether claimed in contract, delict or otherwise.
24. In all other Provinces and to the fullest extent permitted by law, TELUS and its affiliates, partners, suppliers and licensors will not be liable to you or to any other person for any damages or expenses (including loss of profits, loss of earnings, loss of business opportunities, loss of data, economic loss or other similar loss, or punitive damages) arising out of or in connection with the use or failure of the Service, whether caused by negligence or otherwise, and whether claimed in contract, tort or otherwise.

Indemnification

25. If any person makes a claim against TELUS in connection with your use of the Service, you will indemnify TELUS and its affiliates against any loss or expense that TELUS may incur, including any judgment made against us.

Termination

26. This Agreement is effective until terminated by TELUS or you. TELUS may, in its sole discretion, immediately terminate this Agreement at any time and for any reason. In addition, your rights under this Agreement will automatically terminate without notice from TELUS if you fail to comply with any term of this Agreement. Upon termination of this Agreement, you will remove the Device from your car's OBD-II port, uninstall the Application from your mobile device and stop using the Service. TELUS will not be liable to you or any third party if TELUS terminates this Agreement.
27. The warranty disclaimers section, the limitation of liability section and the indemnification section, will in each case survive any termination of this Agreement.

Other details

28. Except as provided in this section, nothing contained in this Agreement is intended or shall be construed to confer upon any person (other than the parties hereto) any rights, benefits or remedies of any kind or character, or to create any obligations or liabilities of a party to any such person. Notwithstanding the foregoing, you agree that ZTE, Mojio and the third party from whom you downloaded the Application, are third party beneficiaries to this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, such third parties will have the right to enforce this Agreement against you in its capacity as a third party beneficiary to this Agreement.

29. Except as expressly stated herein, this Agreement constitutes the entire agreement between you and TELUS with respect to your use of the Service. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected and each remaining provision shall be valid and enforceable. The failure to exercise a right or require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach.
30. You agree that this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and you agree to be bound by the laws of these jurisdictions.

Business customers

31. If you are a business customer, any claim, other than the collection of amounts owing to TELUS, relating to: (a) your agreement with TELUS; (b) use of the Service; (c) sales materials or advertising relating to the Service; or (d) relationships with third parties arising through use of the Service, must be referred to private and confidential arbitration before a single arbitrator chosen by TELUS and you. The expense of arbitration will be shared equally.
32. Notice to arbitrate a claim should be sent to TELUS, 200 Consilium Place, Suite 1600, Scarborough, Ontario, M1H 3J3, Attention: General Counsel. The arbitration will be conducted in accordance with the current rules relating to commercial arbitration in the province in which you reside. Additionally, you waive any right you may have to start or participate in any class action against TELUS and you agree to opt out of any class proceeding against TELUS.

ACCEPT OR DECLINE