

# Service Terms between You and Public Mobile

## What are the Public Mobile Service Terms?

These Service Terms describe your wireless voice and data services and cover the use of your device and account, billing and warranty information, your privacy rights and service cancellation. As part of our commitment to putting customers first, we want to make sure that we are clear and transparent in helping you fully understand what Public Mobile provides. By using our services, you agree to the terms and conditions outlined below.

### As you read through these Service Terms, please note that:

- "I", "me", "your" and "you" refers to the Public Mobile customer who is responsible for the account;
- "We", "us" and "our" refers to the mobility division of TELUS Communications Inc.;
- "Device" means any type of wireless telecommunications device that you use to access the Public Mobile service including mobile phones, tablets, Internet keys and more.
- "Month" means the thirty-day period from the purchase of a rate plan to the expiry of service on that rate plan, and does not vary with the length of calendar months; and
- "Service" means the wireless voice and data services that Public Mobile provides within the Public Mobile mobility coverage area, and includes wi-fi Internet access service where available through Public Mobile's wireless network access points.

### How does Public Mobile prepaid service work?

- With prepaid service, you purchase service credits in advance. You can apply your credits to pay for a rate plan, and then you can add voice or data add-ons if you have enough credits.
- Prepaid service credits are valid for as long as you have a rate plan active on the account. Rate plans expire every thirty days unless they are renewed.
- Add-ons provide access to local voice minutes or data transmission services. The rates and conditions at the time of purchase will apply.
- Current rates and conditions are available at [publicmobile.ca/plans](http://publicmobile.ca/plans).
- Prepaid service credits are non-refundable. After ninety days with no active rate plan, your account will be automatically deactivated.
- Public Mobile provides you with the tools you need to manage your spending. Public Mobile will send an SMS message with options for more data or more minutes to the phone that is approaching its data or voice bucket limit.
- An authorized user can purchase more data or minutes by replying to the SMS or at [selfserve.publicmobile.ca](http://selfserve.publicmobile.ca), to accept additional charges immediately.
- You decide for each user whether they are authorized to accept additional charges, including data or talk options beyond the user's rate plan.
- If the phone user does not have authority, they can contact an authorized user on the account for permission or they can have the authorized user add more data or minutes to that phone, which can be done online at [selfserve.publicmobile.ca](http://selfserve.publicmobile.ca).
- The additional charges will be the current rate for a one-time data or talk add-on the user chooses.

### Can the terms of service change?

Yes, Public Mobile has the right to change any of the terms of service, including rates, without notice. Changes become effective thirty days after being posted at [publicmobile.ca/plans](http://publicmobile.ca/plans). By purchasing service after a change is posted, including by continuing to top up your account, you accept the current terms of service. You can cancel service at any time, without penalty or cancellation fees.

## Your Public Mobile Services

### What limits apply to my use of the Public Mobile service?

- You can only use Public Mobile services for your own individual use, with compatible devices and in compliance with the law. You also agree not to:
- Resell the service or receive any charge or benefit for the use of the service by any third party;
- Use the service to send any threatening or obscene material or to harass, embarrass or invade the privacy of another person;
- Engage in any activity that could compromise the security of the service or any network or computers on the Internet, or that could interfere with the services of any Internet access provider;
- Use the service in any way that requires excessive network capacity or that may adversely affect other Public Mobile customers or the service;
- Copy or change the identification functions of the service or your device, or permit anyone other than a Public Mobile authorized person to do so;
- Threaten, abuse or harass any Public Mobile customer representative;
- Use a device that has been reported lost or stolen to any wireless service provider;
- Engage in any activity on the Public Mobile or partner networks that is seen as excessive or malicious, as solely determined by Public Mobile.

### Where will I have coverage?

Public Mobile service covers almost all of the populated areas in Canada. Coverage areas, and the connectivity in these areas, will depend on the availability of network facilities. These are subject to change from time to time, without notice.

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## **Can I stay connected when I travel outside of Canada?**

Roaming services are available on compatible network technology and are provided when you are outside of Canada in places where Public Mobile has roaming agreements with other telecommunications companies. Roaming service areas may vary without notice. There may also be times when you are charged for roaming while still within Public Mobile coverage areas. This will happen if your device's radio signal is picked up by a cell tower located in the coverage area of another wireless service provider.

To check the network availability and rates in different countries, visit [publicmobile.ca/coverage](http://publicmobile.ca/coverage). Please keep in mind that special numbers for emergency services and operator assistance may vary by country so dialing the numbers that you use in Canada may not work. It is your responsibility to look up and use country-specific numbers when roaming outside of Canada.

## **Will my Public Mobile services always work in Public Mobile coverage areas?**

We monitor our networks to keep them running continuously. However, there are times when Public Mobile must temporarily suspend or restrict the service to maintain, restore or repair the network. Also, to ensure fair network access to all users, Public Mobile may manage network resources using methods including, but not limited to:

- Allocation of bandwidth, which may limit the availability or speed of data service;
- Filtering for spam and malicious content, which may occasionally result in unintended blocking of inoffensive content; and
- Restricting the network access available to specific transmission protocols.

For a description of Public Mobile's network management practices please see [publicmobile.ca/fairuse](http://publicmobile.ca/fairuse).

In addition, service failures or interruptions can occur due to events beyond Public Mobile's reasonable control. These may include:

- Atmospheric conditions (including solar activities);
- Physical obstacles interfering with the transmission of radio signals;
- Limitations on the capacity of the network to carry traffic from all nearby users;
- Technical limitations of the systems of other telecommunications companies or limitations of the interconnection of transmission facilities;
- Defects or failures in network equipment; or
- Emergency or public safety requirements.

## **Do I own my wireless telephone number?**

You have the right to take (or "port") your phone number to another Canadian telecommunications service provider. However, please note that you do not own your number. If you leave Public Mobile and choose not to take your phone number with you, we have the right to assign your number to another customer. You also do not own any IP address, network equipment identifier, domain name, email address or other identifier assigned by Public Mobile. We may, after giving you at least thirty days notice, change any such numbers without liability.

## **Your wireless device(s)**

### **Can I use any device with my Public Mobile service?**

Although Public Mobile networks are able to support a wide range of devices, not all devices will work on our networks. Your wireless device and software must meet Public Mobile standards to access our service and operate properly with our service. Such standards may change from time to time at our sole discretion and you are responsible for updating your device and software as necessary to meet these standards. Public Mobile may also remotely update or change the software and settings on your device at any time without notice to ensure that it continues to operate properly on our service. A device that has been reported lost or stolen cannot be used with the service.

## **Your Public Mobile account**

### **How can I collect Public Mobile Rewards?**

Public Mobile offers a reward program (the "Reward Program"). To be eligible to the Reward Program, you must be an active Public Mobile customer and registered for the Reward Program. Only customers subscribed to a Public Mobile rate plan introduced after January 26, 2015 are eligible for the Reward Program.

Full details of earned Rewards are available at your secure Public Mobile Rewards site. Rewards do not have a cash value, cannot be transferred, and expire if your account is deactivated.

Terms and conditions of the Reward Program are available at [publicmobile.ca/rewardrules](http://publicmobile.ca/rewardrules).

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## **Who is responsible if someone else uses my account?**

You are responsible for your account and for the activities of anyone who uses it. To prevent unauthorized use, you must maintain the confidentiality of the login names, passwords and other identification methods that you use to access your account.

If any person makes a claim against Public Mobile in connection with the use of our service or of any device on your account, you will indemnify Public Mobile against any loss or expense that Public Mobile may incur, including any judgment made against us.

## **How does Public Mobile manage user content?**

The Internet can be used to spread viruses and other malicious content. Public Mobile has the right, but not the obligation, to monitor or log any Public Mobile Internet site or use of the service. This allows us to enhance operating efficiencies and to protect Public Mobile and its customers from spam, malicious content and other unlawful activity. If we believe any Internet capability or data accessed through our service is in violation of any of the Service Terms, we have the right to remove or block it.

To enable you to post content to the Internet using the service, you grant Public Mobile and Public Mobile's service providers a world-wide, royalty-free, unrestricted license to use, copy, adapt, transmit, display, communicate and create compilations and derivative works from this content.

## **How long does Public Mobile keep content on my account?**

Public Mobile may delete, without notice, messages and emails that have been stored on your account for more than thirty days. Public Mobile may also delete, without notice, any user content stored by or for Public Mobile that is not accessed in a thirty-day period and all third party content that has not been accessed for more than ninety days. Public Mobile is not responsible for the actions of any third party service, application or content provider.

## **How Public Mobile services are charged**

### **How are voice and data usage calculated?**

#### **Voice calls**

Charges for voice calls are based on the airtime used when you make and receive calls on your mobile phone. Voice airtime is calculated, for both incoming and outgoing calls, from the time the call is initiated to the time it is disconnected, including the time used to route the call through the network and any ring time. The airtime for each voice call is rounded up to the nearest minute.

Long distance charges are incurred when you make voice calls from one local calling area to another and also for all calls you receive when outside your local calling area. Long distance calls use local airtime minutes, which are charged at the rate specified for the voice service active on your account. If your device's radio signal is picked up by a cellular tower outside of your local calling area, the call may be treated as long distance.

#### **Data**

All data usage is rounded up each session to the nearest kilobyte.

## **What should I do if my device is lost or stolen?**

If your device is lost or stolen, please contact Public Mobile immediately. You will continue to be responsible for preauthorized top ups on your account until you notify us. Following notification of the loss or theft, Public Mobile will suspend pre-authorized payments.

## **Warranties**

### **Are there any warranties on my Public Mobile service?**

Since wireless telecommunications are delivered by radio waves, they are subject to factors that cannot reasonably be controlled. For this reason, Public Mobile does not guarantee timely, secure, error-free or uninterrupted service or that you will always receive your messages or data. To the extent permitted by law, legal warranties and conditions (implied or statutory) do not apply to the service.

### **Is there a warranty for my Public Mobile Certified Pre-owned phone?**

If you buy a Certified Pre-Owned phone from Public Mobile, your warranty will cover any manufacturer defects for 1 year (excluding Physical /Liquid damage), starting from the date of purchase.

# Service Terms between You and Public Mobile

## What limitations apply to any claim made against Public Mobile?

Public Mobile is not responsible for:

1. Libel, slander, defamation or the infringement of copyright arising from material or messages transmitted from your property or premises or recorded by your equipment or Public Mobile's equipment;
2. Damages arising out of your act, default, neglect or omission in the use or operation of equipment provided by Public Mobile;
3. Damages arising out of the transmission of material or messages over Public Mobile networks on your behalf, which is in any way unlawful; or
4. Any act, omission or negligence of other companies or telecommunications systems in relation to the provision of the service to you, when the facilities of such other companies or telecommunications systems are used to establish connections to or from facilities and equipment controlled by you.

To the fullest extent permitted by law, Public Mobile 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.

These limitations of liability extend to the benefit of third party providers of audio or audiovisual programming services delivered to your device through the service. In the case of the provision of emergency services on a mandatory basis, our liability to you, except in cases where negligence on the part of Public Mobile results in physical injury, death or damage to your property or premises, is limited to the greater of twenty dollars and three times the amount you would otherwise be entitled to receive as a refund for the provision of defective service under your Agreement.

None of the limitations of liability stated above apply in cases of deliberate fault, gross negligence or anti-competitive conduct on the part of Public Mobile or in cases of breach of contract where the breach results from our gross negligence.

## Your Privacy

### How does Public Mobile protect my privacy?

Your privacy is important to Public Mobile. We have a long-standing policy of protecting the privacy of our customers in all of our business operations. The Public Mobile Privacy Policy sets out the principles that govern the collection, use and disclosure of our customers' personal information and reflects our continuing commitment to protecting their privacy.

All information that Public Mobile keeps with respect to you and your service, other than your name and address, is confidential. Unless you provide your express consent or unless disclosure is required under the law, your information may not be disclosed by Public Mobile to anyone, other than:

- You or a person who, in the reasonable judgment of Public Mobile, is seeking the information as your agent;
- Another telecommunications company, but only if the information is used to establish or to efficiently provide telecommunications service, if the disclosure is made on a confidential basis, and if the information is used solely for that purpose;
- An affiliate involved in supplying you with telecommunications and/or broadcasting services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information used only for that purpose;
- A directory or listing service company for the purpose of listing your name, address and phone number if you consent and if that company agrees to use the information only for that purpose;
- An agent used by Public Mobile to evaluate your credit or collect outstanding balances owed to Public Mobile by you, if the agent requires the information and agrees to use the information only for that purpose;
- A public authority or its agent if Public Mobile reasonably believes that there is imminent danger to life or property that could be avoided or minimized by disclosure of the information;
- A law enforcement agency if Public Mobile reasonably believes that you or anyone using your device is engaged in fraudulent or unlawful activities against Public Mobile.

### By "express consent", we mean:

- Written consent;
- Oral confirmation verified by an independent third party;
- Electronic confirmation through the use of a toll-free number;
- Electronic confirmation via the Internet;
- Oral consent, where an audio recording of the consent is retained by Public Mobile; or
- Consent through other methods, as long as an objective documented record of your consent is created by you or by an independent third party.

For complete details about our legal obligations and liabilities with respect to your privacy, please refer to the Public Mobile Privacy Policy available at [publicmobile.ca/privacy](http://publicmobile.ca/privacy).



# Service Terms between You and Public Mobile

Public Mobile's liability for disclosure of information contrary to these Public Mobile Service Terms is not limited by the limitation of liability set out above. You may inspect any Public Mobile records related to the provision of your service, provided that you pay Public Mobile's related extraordinary costs. You may request that your name and address not be included on any list provided to any other person or used by Public Mobile.

Subject to the above, you agree that Public Mobile may collect, use and disclose personal information about you for the purposes identified in the Public Mobile Privacy Policy as it may be amended from time to time. You can view this commitment at [publicmobile.ca/privacy](https://publicmobile.ca/privacy). You also authorize Public Mobile to obtain information about your credit history from credit reporting agencies and credit grantors (including other Public Mobile companies) from time to time, and consent to the disclosure of your credit history with Public Mobile to them at any time. You agree to provide us with your current email address (and to inform us if that email address changes) so we can provide you with tools and services to manage your Public Mobile account, communicate with you about account-related items on a timely basis, provide news and offers from Public Mobile companies and its partners, and seek your views on Public Mobile's products and services. If you have any questions or concerns about Public Mobile's privacy practices, you may call 1-800-567-0000 or send an email to [privacy@publicmobile.ca](mailto:privacy@publicmobile.ca).

## Why does Public Mobile collect my personal information?

We collect your information to:

- Establish and maintain a commercial relationship with you and provide ongoing service;
- Understand your needs and preferences;
- Develop, enhance, market or provide products and services;
- Manage and develop our business and operations;
- Meet legal and regulatory requirements.

## Ending your services with Public Mobile

### Can I cancel my service at any time?

Yes. To cancel your service, contact Public Mobile with the date you want the cancellation to be effective.

### Can I take my number to another provider?

Yes, you have the right to take or "port" your number to another Canadian telecommunications company.

### Can Public Mobile cancel my service?

Public Mobile will only suspend or cancel your service if you have not complied with the Service Terms or any other service agreement you have with us (or if Public Mobile reasonably believes that either may occur). Public Mobile may also suspend or cancel your service for any reason, upon thirty days' notice to you. Upon suspension or cancellation, Public Mobile will have no obligation to maintain any voicemail messages, contact information or other content related to your use of the Service and you agree that all such messages, information and content may be deleted immediately without notice to you.

## For business customers

### What do I need to do to make a claim?

If you are a business customer, any claim, other than the collection of amounts owing to Public Mobile, relating to (i) your Agreement; (ii) use of the device or the service; (iii) sales materials or advertising relating to the device or the service; or (iv) relationships with third parties arising through use of the service, must be referred to private and confidential arbitration before a single arbitrator chosen by the parties. The expense of arbitration will be shared equally.

Notice to arbitrate a claim should be sent to Public Mobile, 25 York Street, 24th Floor, Toronto, Ontario, M5J 2S5, 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 Public Mobile and you agree to opt out of any class proceeding against Public Mobile.