

# APPENDIX E: PHONE PROTECTION PLAN TERMS & CONDITIONS

Effective as of April 3, 2023

Shaw) Mobile

These terms and conditions, together with the applicable portions of Your monthly bill (“**Bill**”) from Shaw Mobile, (“**Shaw**”, “**Shaw Mobile**”, “**Us**” or “**We**”), welcome letter, applicable Bill inserts, and applicable written communications from Us to You govern the Phone Protection Plan and constitute Our contract with You (hereinafter the “**Phone Protection Plan Contract**” or “**Contract**”). Please keep a copy of this Contract for future reference. This Contract and Your agreement with Shaw Mobile (including your applicable Shaw Mobile services agreement and the Shaw Mobile Terms of Service) are and remain separate agreements. The Phone Protection Plan is available only to wireless service customers of Shaw Mobile who are in good standing and financially current on their Shaw Mobile wireless service account. If any portion of this Contract is deemed invalid or unenforceable, any such portion will not invalidate the remaining portion of this Contract. Your Shaw Mobile wireless device number for the Protected Device is Your Contract number. The province identified by Your billing address in Shaw Mobile’s records is the province that this Contract is purchased in and governed by, along with the applicable federal laws of Canada. The Contract is available for purchase in all provinces and territories except Manitoba and Saskatchewan. The Phone Protection Plan may be offered by Shaw Mobile to customers along with other device support programs that contain other support features and are subject to their own terms and conditions. Your enrollment in the Phone Protection Plan is voluntary and You may cancel Your enrollment at any time.

Likewise Device Protection, Ltd. (“**Likewise**”) is the administrator of the Shaw Mobile Phone Protection Plan.

## 1. FEES

The Monthly Service Fees and Processing Fees for the Phone Protection Plan are:

Tier	Retail Price	Phones and Tablets		
		Monthly Service Fee	Screen Damage Repair Processing Fee	Repair/ Replacement Processing Fee
1	C\$0.00 - C\$399.99	\$9.00	\$39.00	\$129.00
2	C\$400.00 - C\$799.99			
3	C\$800.00 - C\$1699.99			
4	C\$1700.00 - C\$2500.00			

The following additional Phone Protection Plan fees may apply:

Tier	Retail Price	Service Request Conversion Fee - Phones and Tablets Only	Non-Returned Equipment Fee	Locked Device Fee	No Trouble Found Fee
1	C\$0.00 - C\$399.99	\$90.00	Up to the Retail Price, minus any applicable Processing Fee	Up to the Retail Price, minus any applicable Processing Fee	\$25.00
2	C\$400.00 - C\$799.99				
3	C\$800.00 - C\$1699.99				
4	C\$1700.00 - C\$2500.00				

All fees are subject to applicable tax. All prices are in Canadian dollars.

## 2. DEFINITIONS.

(1) “**Phone Protection Plan**” means the Phone Protection Plan service warranty program described in this Contract. (2)

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“**Accidental Damage Failure**” or “**ADH**” means accidental or liquid damage to the Protected Device resulting from handling. (3) “**Eligible Device**” means the wireless device that We have designated as eligible for service under the Phone Protection Plan Contract as set forth in the list of Eligible Devices and their device tier available from Us, which can be found at [protect.likewise.com/shawmobile](http://protect.likewise.com/shawmobile), in Our store locations, or by calling 1-855-975-7794. (4) “**Enrollment Date**” means the date We or Our authorized representative receive Your request for enrollment. (5) “**Failure**” means Accidental Damage Failure and/or Extended Warranty Failure. (6) “**Shaw Mobile**” has the meaning ascribed in the preamble (7) “**In-Warranty Failure**” means the operational or structural malfunction of the Protected Device’s ability to operate, occurring during the usual and customary use of the Protected Device, due to defects in parts or workmanship during the original equipment manufacturer’s warranty. (8) “**Extended Warranty Failure**” means the operational or structural malfunction of the Protected Device’s ability to operate, occurring during the usual and customary use of the Protected Device, due to defects in parts or workmanship following the expiration of the original equipment manufacturer’s warranty. (9) “**Lost**” means the unintentional loss of the Protected Device. (10) “**Theft**” means the theft of the Protected Device. (11) “**Protected Accessory(ies)**” means the following Accessories used with the Eligible Device: one standard battery and one SIM card, each as standard for the Eligible Device. (12) “**Protected Device**” means the Eligible Device: (i) owned or financed by You, (ii) actively registered on the Shaw Mobile network, and (iii) for which airtime has been logged after Your enrollment in the Phone Protection Plan. Protected Device is limited to one Eligible Device and applicable Protected Accessor(ies) per approved Service Request. The Protected Device is the Eligible Device You have used on Your mobile number at the occurrence of Failure and may have a different International Manufacturer’s Equipment Identification (IMEI), Electronic Serial Number (ESN) or Mobile Equipment ID (MEID) to that of the Eligible Device enrolled in the Phone Protection Program on the Enrollment Date, provided that You have provided a proof of purchase or financing agreement to Us upon Our request. (13) “**Processing Fee**” means the amount You pay towards Your Service Request based on the Retail Price of the Protected Device indicated in the table above. (14) “**Replacement Equipment**” means a wireless device of like kind and quality with comparable features and functionality to the Protected Device that We provide to You as a result of an approved Service Request. (15) “**Retail Price**” means the non-subsidized, non-discounted retail price of a New Eligible Device at the time of Your enrollment in the Phone Protection Program. (16) “**Service Request**” means the request for service that You file with Us when Your Protected Device suffers a Failure. (17) “**Service Request Conversion Fee**” means the difference between the Screen Damage Repair Processing Fee that You paid and the applicable Repair or Replacement Processing Fee You are required to pay because the Protected Device contains damage in addition to screen damage. (18) “**We,**” “**Us**” and “**Our**” mean Shaw Mobile, the company obligated under this Contract (19) “**You**” and “**Your**” refers to the Shaw Mobile account holder that purchased this Contract.

## 3. WHAT IS PROTECTED.

If the Protected Device suffers a Failure during the time this Contract is in effect, We will repair or replace the Protected Device as described below. If a Failure affects a Protected Accessory in conjunction with the Failure of the Protected Device, We will also repair or replace, in Our sole discretion, the Protected Accessory(ies). In-Warranty Failures are not protected by this Contract and In-Warranty Failure service requests must be submitted through the Shaw Mobile Warranty and Repair Program. If We cannot repair Your Protected Device protected under this Contract, We will replace the Protected Device. Protected Devices will be replaced with a wireless device of like kind and quality with comparable features and functionality to the Protected Device. **THERE IS NO PROMISE, ASSURANCE, REPRESENTATION, OR WARRANTY THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. REPLACEMENT EQUIPMENT MAY BE NEW, REMANUFACTURED OR REFURBISHED, IN OUR SOLE DISCRETION.**

The Replacement Equipment immediately becomes the Protected Device, provided that Your Protected Device may be changed to another Eligible Device at any time as long as it conforms to the definition of “Protected Device” in Section 2 (Definitions) of this Contract. If We replace Your Eligible Device, the Protected Device becomes Our property upon delivery of the Replacement Equipment. You assign to Us all rights and benefits of any manufacturer’s warranty or other ancillary coverage related to any Protected Device that We replace. We will provide a twelve (12) month warranty on parts and workmanship for any repaired Protected Device or Replacement Equipment. If the repaired Protected Device or Your Replacement Equipment fails to function due to any defects in parts or workmanship during this twelve (12) month warranty period, We will repair or replace the repaired Protected Device or Replacement Equipment, in Our sole discretion, at no cost to You. This warranty service will not be charged against Your service limit under the Contract.

## 4. CHANGES TO THE CONTRACT.

You agree to all the provisions of this Contract when You enroll in the Phone Protection Plan and/or pay for it. If the Protected Device is changed to another Eligible Device at any time while protected by this Contract, the Processing Fees and other

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additional fees noted in this Contract will automatically apply to the Eligible Device being used on Your Shaw Mobile account. We may also change the terms and conditions of this Contract, including but not limited to the Monthly Service Fee or the administration of the Contract, upon a minimum of thirty (30) days advance written notice to You. Such notice may be provided in a Bill insert; SMS text message; as a message printed on Your Bill; by email; in a separate mailing; or by any other reasonable method, at Our discretion. You may refuse the amendment and rescind or cancel the Contract without cost, penalty or cancellation by sending Us a notice of your cancellation prior to the effective date of the change. Your continued enrollment in the Phone Protection Plan and payment of the Monthly Service Fee after notice of the change(s) constitutes Your acceptance of the amendment(s).

## 5. CONTRACT SERVICE PERIOD.

Your benefits under this Contract begin on the Enrollment Date and continue from month to month until terminated by You or by Us pursuant to Section 14 (Cancellation) of this Contract and subject to Section 9 (Service Limits) of this Contract.

## 6. CONTRACT CHARGES.

You agree to pay the Monthly Service Fee for this Contract, as shown on Your Shaw Mobile Bill for wireless service each month when invoiced by Shaw Mobile on the same terms and conditions set forth in Your Shaw Mobile services agreement. Applicable Processing Fees, additional fees incurred as a result of a previously approved Service Request (Locked Device Fees, No Trouble Found Fee, Non-Returned Equipment Fee), shipping and restocking charges, taxes, and regulatory surcharges and assessments, if any, may apply, and will be invoiced by Likewise and paid prior to fulfilling Your approved Service Request. Charges and/or additional fees may be found at [protect.likewise.com/shawmobile](https://protect.likewise.com/shawmobile).

## 7. SERVICE REQUESTS.

You may file a Service Request by calling 1-855-975-7794 or online at [protect.likewise.com/shawmobile](https://protect.likewise.com/shawmobile). You must file the Service Request within sixty (60) days of the Failure. You must provide Us with all of the information We determine to be necessary to approve Your Service Request and pay your Processing Fee within sixty (60) days of the date You filed the Service Request.

### Repair Fulfillment.

If We approve Your Service Request for repair of the Protected Device, Your Protected Device may be repaired as follows: (i) by mailing Your Protected Device to a location for repair, or, as determined by Us: (ii) visiting a repair location authorized by Us, or (iii) an authorized repair technician may come to a location of Your selection. If You have a Protected Device that is not repairable, that is ineligible for repair, or We determine that a replacement is necessary, Replacement Equipment will be provided to You upon the payment of the Service Request Conversion Fee, if applicable. If You mail Your Protected Device to Us and We provide You with Replacement Equipment pursuant to this Section, the unrepaired Protected Device will not be returned back to You. If You visit an authorized repair location to drop off Your Protected Device or to have an authorized repair technician come to Your location and the Protected Device cannot be repaired, upon payment of the applicable Service Request Conversion Fee, if applicable: (i) We will provide You with Replacement Equipment, (ii) the unrepaired Protected Device will be made available to You for collection at the authorized repair location You originally dropped it off at or by the authorized repair technician (as neither the authorized repair location nor the authorized repair technician will mail the Protected Device to Us), and (iii) You will be personally responsible for mailing Us the unrepaired Protected Device using the prepaid return mailer as described in Section 10 (Return of Replaced Protected Devices) of this Contract. If You elect to not pay a required Service Request Conversion Fee, the Protected Device will not be repaired and will be returned to You by mail if You originally mailed in Your Protect Device, or will be made available to Your for collection at the authorized repair location You originally dropped it off at or by the authorized repair technician, and the Screen Repair Processing Fee will be refunded to You. If You do not collect Your unrepaired Protected Device within thirty (30) days from the date You are first notified that the unrepaired Protected Device is available for collection, after that time, We will return the unrepaired Protected Device to You by mail.

### Replacement Fulfillment.

If We provide You with Replacement Equipment, We will ship the Replacement Equipment on the next business day following the day Your Service Request is completed, where and when available. We may provide You with the option to receive the Replacement Equipment the same day Your Service Request is completed for an additional fee, where and when available, in Our sole discretion. You will be personally responsible for mailing Us the Protected Device using the prepaid return mailer as

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described in Section 10 (Return of Replaced Protected Devices) of this Contract.

WE MAY REQUIRE, AS A CONDITION OF APPROVAL OF YOUR SERVICE REQUEST, THAT YOU PROVIDE PROOF OF PURCHASE OR FINANCING FOR THE PROTECTED DEVICE AND/OR YOUR GOVERNMENT ISSUED PHOTO IDENTIFICATION OR ANY OTHER DOCUMENTATION AND/OR INFORMATION AS REASONABLY NECESSARY TO ESTABLISH YOUR IDENTITY AND RIGHT TO SERVICE UNDER THIS CONTRACT. YOU MUST PROVIDE US WITH ALL REQUESTED INFORMATION WITHIN SIXTY (60) DAYS FROM THE DATE OF OUR REQUEST FOR THE INFORMATION. We also retain the right to inspect the Protected Device as a condition of approval of Your Service Request.

You must erase all personal data from Your Protected Device prior to sending Your Protected Device to Us. We are not responsible for any loss of data, personal or otherwise, on Your Protected Device that may occur during the repair process or after You have returned Your Protected Device to Us.

## 8. PROCESSING FEES.

A nonrefundable Processing Fee, plus applicable taxes, applies to each approved Service Request. The Processing Fee will be collected from You by Likewise prior to fulfilling Your approved Service Request. All applicable Processing Fees must be paid with a credit card. Prepaid credit cards and/or cash may not be used to pay Your applicable Processing Fee. When You provide Your credit card to Likewise for purposes of paying the Processing Fee, You expressly authorize Likewise to keep Your credit card information on file to fulfill the obligations under this Contract. A complete list of Eligible Devices and their device tier are available at [protect.likewise.com/shawmobile](https://protect.likewise.com/shawmobile) or by calling 1-855-975-7794.

## 9. SERVICE LIMITS.

We will cover the cost to repair or replace the Protected Device up to a maximum of **\$2,500.00**, inclusive of a \$500 limit for Protected Accessories, per Service Request depending on the tier of Your Protected Device. Beginning on the Enrollment Date, this Phone Protection Plan Contract will protect up to, but not more than, two (2) repairs and/or replacements (if a replacement is provided to You) of the Protected Device during any twelve (12) month period, beginning on the date that the first approved Service Request is fulfilled. For Service Requests that are fulfilled with Replacement Equipment or if the Protected Device has been mailed for repair, the fulfillment date is the date on which the Replacement Equipment or repaired Protected Device is shipped to You. For Service Requests that are fulfilled at an authorized repair location or repaired by an authorized repair technician, the fulfillment date is the date which the Repaired Protected Device is made available to You for collection. We will send a notice of cancellation of the Contract to You, by email or mail, at the time of the second fulfilled Service Request that occurs in a twelve (12) month period, and We will discontinue charging the Monthly Service Fee at this time.

## 10. RETURN OF REPLACED PROTECTED DEVICES/NON-RETURN FEE.

If We provide You with Replacement Equipment and You did not initially mail Your Protected Device to Us for repair, the Protected Device must be returned to Us at Our shipping expense in the return mailer included with Your Replacement Equipment within thirty (30) days of Your receipt of Your Replacement Equipment. Call 1-855-975-7794 to request another prepaid return mailer, if required. The Protected Device We replace becomes Our property and You hereby assign to Us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any Protected Device that We replace. If We do not receive Your Protected Device within thirty (30) days of Your receipt of Your Replacement Equipment, You may be charged a Non-Returned Equipment Fee as listed in the chart in Section 1 (Fees) of this Contract. The Non-Returned Equipment Fee will be charged to the credit card We have on file for You. **YOU MAY AVOID THIS FEE BY RETURNING THE ORIGINAL PROTECTED DEVICE TO US IN THE RETURN MAILER WE PROVIDE TO YOU.**

## 11. LOCKED DEVICE FEE.

If You file a Service Request, We will ask You at the time You file Your Service Request to disable any locking feature on Your Protected Device. We will not process Your Service Request until You provide affirmative verification that such locking feature has been disabled. If We provide You with Replacement Equipment, and You return Your Protected Device with the locking feature enabled, We will charge a Locked Device Fee (as indicated in Section 1 (Fees) of this Contract) to the credit card We have



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on file for You. YOU MAY AVOID THIS FEE BY DISABLING THE LOCKING FEATURE ON YOUR PROTECTED DEVICE AT THE TIME YOU FILE YOUR SERVICE REQUEST.

## 12. NO TROUBLE FOUND FEE.

If You have been approved for a Service Request and You send Your Protected Device to Us after receiving Replacement Equipment, but upon receipt of the Protected Device We determine that no Extended Warranty Failure or Accidental Damage Failure has occurred, We may charge You a No Trouble Found Fee of twenty-five dollars (\$25.00). We may also charge You a No Trouble Found Fee of twenty-five dollars (\$25.00) if You have been approved for a Service Request and at the time of repair of the Protected Equipment, We determine that no Extended Warranty Failure or Accidental Damage Failure has occurred. In this case, We will return the Protected Equipment to You.

## 13. WHAT IS NOT PROTECTED.

The Phone Protection Plan does not protect the following: (1) incidental or consequential damages, unforeseen and unforeseeable damages at the time of this Contract, or indirect damages where the failure to perform the obligation does not result from Our intentional or gross fault; (2) Failures caused by war, revolution, pandemic, epidemic, acts of public enemy or terrorist, labour difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, civil commotion, embargo, acts or government, or military authority; (3) abuse, misuse, or intentional acts damaging the Protected Device or causing Failure(s); (4) pre-existing Failures of the Protected Device occurring before the time the device was enrolled in the Phone Protection Plan; (5) Failure of the Protected Device caused by computer viruses or similar unauthorized intrusive codes or programming; (6) Lost; (7) Theft; or (8) In-Warranty Failure.

In addition, Protected Device does not include and the Phone Protection Plan does not protect: (1) contraband or property illegally transported or traded, or used in the furtherance of illegal activity; (2) property in transit to You from anyone other than Us, Likewise or a subcontractor retained by Us or Likewise; (3) routine maintenance and consumable items, such as batteries; or (4) any accessories (unless otherwise covered as a Protected Accessory when part of a Failure to the Protected Device), including but not limited to any accessories not specifically mentioned as protected by this Contract, personalized data, customized software, or mobile applications.

## 14. CANCELLATION.

You may terminate this Contract at any time for any reason by contacting Shaw Mobile at 1-877-946-3184. We may terminate this Contract immediately if You default on Your obligations under this Contract. In Québec or Newfoundland and Labrador, We may terminate this Contract for any other reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation and shall state the effective date and grounds for cancellation. In all other Provinces, We may terminate this Contract for any other reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation. We will stop charging Monthly Service Fees for the Phone Protection Plan as of the month following the effective date of cancellation and will not refund you any portion of the Monthly Service Fees already paid. Any termination and cancellation of Your wireless service with Shaw Mobile for any reason constitutes cancellation of this Contract by You, subject to the terms and conditions of this Contract.

## 15. ELECTRONIC DELIVERY.

You expressly and knowingly agree and consent to permit Us (including Our administrator of the Phone Protection Plan, any third party vendor, or representative through which We provide services under this Contract) to make disclosures and provide notices to You by bill message, text message, letter or e-mail, or any other method in accordance with Your Shaw Mobile Terms of Service.

## 16. SERVICE CONTRACT.

This Contract is a contract between You and Us that provides the specified services outlined herein. This Contract is not an

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insurance policy and provides no insurance coverage or insurance benefits to You.

## 17. LIMITS OF LIABILITY.

In the event of any error, omission or failure by Us or Our agents or service providers with respect to the Phone Protection Plan Contract or the services provided by Us or Our agents or service providers hereunder, Our RESPONSIBILITY AND LIABILITY AND THAT OF OUR AGENTS OR SERVICE PROVIDERS SHALL NOT EXCEED THE CHARGES ACTUALLY PAID BY YOU UNDER THIS PHONE PROTECTION PLAN CONTRACT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING SUCH ERROR, OMISSION OR FAILURE. THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF US OR OUR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL WE OR OUR AGENTS OR SERVICE PROVIDERS BE LIABLE FOR ECONOMIC LOSSES, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF WE OR OUR AGENTS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THE PHONE PROTECTION PLAN CONTRACT OR OUR OR OUR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE UNDER THIS PHONE PROTECTION PLAN CONTRACT, OR UNDER ANY PROVISION OF THIS CONTRACT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN CONTRACT, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS OR WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, REGARDING THIS PHONE PROTECTION PLAN CONTRACT AND SERVICES TO BE PROVIDED HEREUNDER BY US AND OUR AGENTS OR SERVICE PROVIDERS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

## 18. FORCE MAJEURE.

We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, pandemic, epidemic, illness, war, revolution, acts of public enemy or terrorist, labour difficulties, including without limitation strikes, slowdowns, picketing or boycotts, civil commotion, embargo, acts of government in, military authority, or the elements, or other causes beyond our reasonable control, and in such event We may cancel this Contract and the Phone Protection Plan Contract immediately without further liability to You.

## 19. PROHIBITIONS ON TRANSFER AND ABUSE OF THE PHONE PROTECTION PLAN CONTRACT.

This Phone Protection Plan is for Your use only. It is only transferable by Shaw Mobile to another person. Wireless devices owned or financed by anyone other than You may not be made a Protected Device. Any abuse of the Phone Protection Plan by You, including but not limited to seeking replacement of a wireless device not belonging to You, may result in termination of this Contract upon notice.

## 20. CONCEALMENT, MISREPRESENTATION OF FRAUD.

The protection provided by this Contract is void if You commit fraud or intentionally conceal or misrepresent a material fact concerning this Contract, the Protected Device, Your interest in the Protected Device, or a Service Request under this Contract.

## 21. DATA PRIVACY.

As part of the services offered to You pursuant to this Contract, Shaw Mobile may collect, use, store and disclose personal information about You for the purposes of establishing, managing, and maintaining our relationship in accordance with Shaw Mobile's privacy policy, available at <https://www.shaw.ca/privacy-policy>. In order to provide the Phone Protection Plan to You, Your information may be shared with Likewize, Our service providers and with other third parties that are located in countries outside of Canada, in accordance with Shaw Mobile's privacy policy. For clarity, Likewize may collect Your information directly from You in order to provide the Phone Protection Plan to You and Shaw Mobile is not responsible for such information collected, used, stored or disclosed by Likewize. You may view Likewize's privacy policy at [protect.likewize.com/shawmobile](https://protect.likewize.com/shawmobile).