

# Shaw) Mobile

# Services Agreement Appendices

## Appendix A: Terms of Service

Effective as of July 30, 2020

### 1. Agreement

By using or subscribing to any of Shaw Mobile's services, including the mobile voice, text, data and related services ("**Services**") provided to you by Shaw Mobile or any of its affiliates, you agree to the following terms and conditions of service (the "**Terms of Service**"). These Terms of Service constitute the understanding between Shaw Mobile and the customer responsible for the use and payment of the Services ("**you**") and govern the use of the Services. The term of your agreement begins on the agreement start date and will automatically renew on a month to month basis at the end of any fixed term you have agreed to until it is changed or cancelled in accordance with these Terms of Service. Shaw Mobile is a brand operated by Freedom Mobile Inc. ("**Shaw**", "**Shaw Mobile**", "**us**" or "**we**"), an indirect wholly owned subsidiary of Shaw Communications Inc.

### 2. Definitions

In addition to the terms defined elsewhere in these Terms of Service, the following terms have the meanings indicated:

"**Device**" means any type of wireless telecommunications device that is, or is to be, used with the Services, including mobile phones, tablets, Internet data sticks, smartwatches, wearables etc.;

"**End of Life Device**" means a Device which has been discontinued;

"**MyTab**" means the amount by which the upfront cost of a Device will be reduced, with such amount being reduced by equal amounts each month until your commitment end date;

"**New Device**" means a new, unused Device;

"**Lightly Loved and Refurbished Device**" means a Device that was returned to us within the trial period in good working order without physical damage and has been refurbished by a third party; and

"**Line**" means a wireless phone number assigned by Shaw Mobile to you to enable you to use Services in connection with a Device.

### 3. Changes to the Terms of Service

Shaw Mobile may make changes to the Terms of Service, the Services and the associated prices, fees or charges in its sole discretion on 30 days' notice, excluding the following key contract terms during a 24-month commitment: your rate plan, the total minimum monthly charges, your commitment period, the retail price of your Device and the total early cancellation fee. Changes to Services may include modification or termination of such Services.

Shaw may give you notice of a change by sending it to you by email or text message, by including it on your monthly invoice, by posting it on My Shaw Mobile, available at [my.shawmobile.ca](http://my.shawmobile.ca), or by any other reasonable method and such notices may refer you to our website for further details. Subject to Shaw's right to make these changes, no other statements (written or verbal, including proposed changes by you) will change these Terms of Service.

You shall be deemed to have accepted any changes made by Shaw Mobile if you continue to use your Services after such changes are effective with no additional action or agreement required.

### 4. Services

a. We will provide the Services to you in accordance with these Terms of Service, starting from the time you activate the Services. The Services will only be provided in geographic areas covered by our network or by our third party service providers. Additional charges may apply for use of Services outside of the Shaw Mobile network coverage area (our "**Shaw network**"), with maps of such coverage available at [shawmobile.ca/coverage](http://shawmobile.ca/coverage).

b. The Services may be available both within and outside of Canada through third party service providers with whom we have roaming agreements and who have compatible technology. You can roam on other wireless networks in Canada. Some Devices will automatically update data while you roam unless you turn off data roaming. Consult your owner's manual for your Device to understand how to turn data roaming off. You may review a list of countries covered by roaming on our website at [shawmobile.ca/roaming](http://shawmobile.ca/roaming). You may be required to activate international roaming before you are able to roam internationally. You can activate international roaming at any time through My Shaw Mobile by logging in at [my.shawmobile.ca](http://my.shawmobile.ca), our call centre, or any other activation channel authorized by us from time to time before you use international roaming. We suggest you do this before you leave the Shaw Mobile network coverage areas. Deposit customers are not eligible to use international roaming or conference calling until the terms of the deposit account have been completed. You will be responsible for any domestic or international roaming usage charges incurred. We reserve the right to decline activation of roaming or make your use of roaming subject to caps, limitations or restrictions. N11 numbers (such as 411 and 911), other special service and toll-free numbers may not operate properly when roaming outside of Canada. You are responsible for confirming correct numbers and for any connections, charges or liability incurred by accessing special service numbers while roaming. Shaw will notify you (and subscribers on your account) once you (or they) reach additional usage charges for data roaming of one hundred dollars (\$100.00) per account per billing cycle. If you (or they) continue to try to use data roaming after this notice, then you will be given the opportunity to expressly consent to continued additional usage charges. If you do not expressly consent to such additional usage charges, then your (or their) ability to send or receive data transmissions while roaming will be suspended. You will also receive notice if your data roaming is restricted or suspended due to a credit limit or past due amounts. Shaw will also notify you (and subscribers on your account) once you (or they) reached additional usage charges for Shaw network data of fifty dollars (\$50.00) per account per billing cycle. If you (or they) continue to try to use Shaw network data after this notice, then you will be given the opportunity to expressly consent to continued additional usage charges. If you do not expressly consent to such additional usage charges, then your (or their) ability to send or

receive data transmissions will be suspended. You will also receive notice if your Shaw network data is restricted or suspended due to a credit limit or past due amounts.

- c. Some of our Services are offered or described as being "unlimited" in nature. This is subject, at all times, to reasonable usage limits for personal use by an individual. Our Fair Usage Policy applies to all our data, voice, text and roaming services. If we determine, in our sole discretion, that your usage is excessive or unreasonable, we reserve the right to limit or restrict your usage or to terminate your subscription to either the unlimited offering or the Services generally and to refuse to provide you Services thereafter. Shaw Mobile wants all of its customers to get the best service, to be free to communicate without limitations, with the best possible conditions, whenever possible and at low prices. By ensuring that a very few do not abuse our services and engage in unreasonable use, we can continue to offer the great services you enjoy. We will use reasonable efforts to notify you if we decide to take such actions, but we also reserve the right to do so without notice.
- d. Certain Services, including without limitation roaming, internet access, premium messaging services, WiFi Calling, and Shaw Go WiFi will be subject to additional terms and conditions or will require you to use or download software which is subject to other terms and conditions. You agree to review and be bound by all such terms and conditions as a condition of your use of such Services or software.
- e. Materials that you access on the internet or that you otherwise download or retrieve from third parties through the Services are provided by others and do not form part of the Services. You agree that you are solely responsible for your access, downloading or retrieval of such materials and acknowledge that you may incur charges in doing so. We have no obligation or liability to you regarding such materials.
- f. You grant us a worldwide, sub-licensable, transferable and non-exclusive license, without compensation, reimbursement or any other payment, to transmit, copy, modify, adapt, display, perform, distribute and publish any content you choose to create, transmit, publish or otherwise communicate using the Services, as reasonably required by us and our third party service providers to provide the Services to you.
- g. Subject to applicable law, including your rights to transfer the telephone number we assign to you (or which you had transferred for use with our Services) to another carrier, all telephone numbers, IP addresses, e-mail addresses, domains and other communication numbers or addresses remain our property. We reserve the right to change or replace any such domains, numbers or addresses upon 30 days' notice without any liability to you and the right to reassign any such domains, numbers or addresses to another customer upon termination of Services.
- h. You may ask us to transfer a telephone number from your current service provider for use with our Services. By doing so, you represent and warrant that: (i) you are authorized to request the transfer of the telephone number that you have provided to us; and (ii) you are the listed account holder for invoicing purposes with your current service provider. You also agree to provide us with: (i) the name you used with your current service provider for invoicing purposes (if different from the one you have provided us for your account with us); (ii) the name of your current service provider; (iii) the account number with your current service provider; (iv) the telephone number(s) that you wish to transfer to us; and (v) any other information reasonably required by us to facilitate the transfer. You acknowledge that once the transfer is completed, you will no longer be able to use the specified telephone number with your existing service provider, and will only be able to do so in conjunction with our Services. You also acknowledge that such a transfer will only transfer the specified telephone number, and not any of the services, content or other addresses that were provided through your existing service provider. Delays in the processing of the transfer may delay your ability to activate the Services and use the number being transferred to us.
- i. The availability, access and quality of the Services may be impacted by things outside of our reasonable control, such as, without limitation, the weather or unforeseen faults or malfunctions (including failures of our equipment or your Device). In addition, there may be disruptions to the Services due to upgrades, maintenance or other work, or governmental, regulatory or emergency service prioritizations or restrictions. We and our third party service providers will not be liable to you in any manner for such events or disruptions or for any failure to perform any of our obligations under these Terms of Service due to anything beyond our or their control, including, but not limited to, acts of God, war, acts of terrorism, government actions or failures by other suppliers or operators.
- j. We and our third party service providers may make changes to the Services, cancel, suspend, limit, block or restrict Services or change coverage areas or change roaming arrangements from time to time in our and their discretion and without notice to you.
- k. Shaw provides 9-1-1 emergency call routing Service ("**9-1-1 Service**"). When calling 9-1-1 always provide your name, wireless phone number and the location you are calling from. Remember, it's important to speak clearly. Stay on the line for as long as the 9-1-1 operator requires. Calls to 9-1-1 are free so take all the time that you need. Leave your Device turned on after hanging up in case the 9-1-1 operator needs to call you back. Please do not program 9-1-1 into your speed dial. This can lead to accidental calls that take up valuable emergency resources. Calling 9-1-1 on your Device is subject to the same limitations as all wireless calls. If you are underground or too far away from a wireless antenna, the quality of your call may be affected or you may not be able to connect to the network. Also, 9-1-1 Service does not work with all Devices: data-only Devices like tablets, modems and turbo sticks/hubs can't be used to call or access 9-1-1. While Shaw provides emergency call routing when the 9-1-1 Service is available and the Device is capable, it is local government that provides the 9-1-1 emergency response services. If you live in an area where 9-1-1 emergency response services are not available, then your call may not be routed to a live operator. Shaw is not responsible for any inability to access 9-1-1 Service, to the extent permitted by applicable law. For more information visit our website: [shawmobile.ca/911](http://shawmobile.ca/911)

## 5. Prohibitions and Restrictions

- a. You may only use the Services for your own individual, personal and non-commercial purposes. You may not share, assign, transfer, distribute, sell, resell, give or otherwise exploit the Services for any commercial purpose in any manner whatsoever.
- b. You agree not to: (i) alter any of the equipment or software that you use to access the Services; (ii) use the Services for any unlawful purpose or in any unlawful manner, or in any manner which is otherwise contrary to or violates any law, regulation or the rights of any third party; (iii) do anything to damage, disable, overburden, impair or otherwise adversely affect, as we determine in our sole discretion, the Services or any data, software, networks or equipment used to provide the Services; (iv) circumvent, disable or interfere with the security of, or otherwise abuse, the Services or any of the data, software, networks or equipment used to provide the Services, including any security features or functionality; (v) use excessive capacity, bandwidth or resources or disrupt or interfere with any other person's use or enjoyment of the Services; (vi) use another person's subscriber identity module (or "SIM") card, e-mail address, password, personal identification number or other Device or information without that person's and our prior written authorization, create or use a false identity, impersonate any person or otherwise misrepresent your identity; (vii) attempt to obtain unauthorized access to the Services or portions of the Services to which you have not subscribed or are restricted from accessing; or (viii) harass, abuse or threaten any of our employees or representatives.
- c. You agree not to use the Services to send, transmit or relay: (i) anything (including without limitation viruses and trojan horses) which is intended to, is likely to or has the effect of disabling, denying access to, damaging or destroying, corrupting or affecting the normal use of the Services, or any data, software, networks or equipment used to provide the Services; (ii) any material that is or is reasonably likely to be construed as deceptive, fraudulent, libelous, defamatory, threatening, intimidating, abusive, harassing, violent, hateful, degrading, obscene, pornographic, profane, harmful or injurious to individuals, tortious or that may otherwise result in criminal, regulatory or civil liability; (iii) any material that violates any agreement, intellectual property rights, moral rights, publicity rights, privacy rights, fiduciary obligations or other rights of a third party; (iv) spam, chain letters, junk mail or any other type of commercial solicitation or unsolicited mass e-mail or messaging; or (v) any material that contravenes any notice or guideline posted by us on our website from time to time.
- d. We reserve the right to limit, restrict or block the use of certain third party applications, as determined from time to time in our discretion and without notice.
- e. We have the right to monitor or investigate any content that is transmitted using the Services. We may also access or preserve content or information to comply

## 6. You Leaving Us

You can terminate the provision of Services at any time by contacting our call centre. We will cease providing the Services on the day we receive your instructions to terminate. If you have your number transferred to another service provider, we will treat that as your decision to terminate the provision of Services. We will cease providing the Services once the transfer is complete. You agree to pay to us all charges that you've incurred up to the date we stop providing the Services, including for any Services provided or for any equipment that you've purchased including an early cancellation fee equal to any unpaid MyTab balance. If you terminate the provision of Services for some but not all Lines on your account, you may do so, but will be required to repay the MyTab balance owing for the terminated Lines.

On or after expiry or termination of the Services for any reason, if your postpaid account has a credit balance less than ten dollars (\$10.00), this credit balance will not be automatically refunded to you when the Services expire or are terminated. If your postpaid account has a credit balance of ten dollars (\$10.00) or more, we will refund that balance to you within thirty (30) days (i) by processing the refund to a credit card used to make a recent payment on your account or (ii) by mailing a refund cheque to the last known address that we have for you in our records or any other address that you instruct us to mail to. It is your responsibility to keep us informed of any change in your credit card details or mailing address. Your failure to inform us of any such changes will, in the event that any refund to your credit card is unsuccessful or any refund cheque mailed to you is returned as undeliverable, result in the forfeiture to Shaw of the credit balance amount and any deposits on your account.

## 7. Us Leaving You

Shaw may disconnect and terminate any Service(s) if:

- a. you fail to pay an account that is past due, provided the amount owing exceeds fifty dollars (\$50) or has been past due for more than two months;
- b. you fail to provide or maintain a reasonable security deposit or alternative as requested by Shaw;
- c. you are in breach of any term or condition of these Terms of Service or of the Fair Usage Policy; or
- d. you have previously agreed to a deferred payment plan with Shaw and you fail to comply with its terms. If Shaw is about to disconnect your Service, you will be provided with a minimum of 14 calendar days' notice prior to disconnection, and that notice will let you know (i) the reason for the disconnection and amount owing; (ii) the scheduled disconnection date; (iii) information on the availability of deferred payment plans (if applicable); (iv) the amount of the reconnection charge (if applicable); and (v) contact information for a Shaw representative who can speak with you about the disconnection. Shaw will attempt to notify you at least 24 hours in advance of your scheduled disconnection unless repeated attempts to contact you have failed. Disconnection will always occur on weekdays between 8 a.m. and 9 p.m. or on weekends between 9 a.m. and 5 p.m. (unless the weekday or weekend day precedes a statutory holiday, in which case disconnection may not occur after noon) in your province or territory of residence.

Shaw may also, without notice and for cause, suspend, cancel or refuse to provide Services to you where:

- e. action is necessary to protect the network from harm;
- f. Shaw has a reasonable suspicion that fraud is occurring or likely to occur;
- g. you misuse or abuse or permit others to misuse or abuse the Services for purposes that are contrary to law, these Terms of Service or the Fair Usage Policy; or
- h. a pre-set spending limit is reached, such as for customers on credit-limited spending programs, in instances where the customer was previously made aware of this limit.

If Shaw cancels your Services for cause, an early cancellation fee equal to your remaining MyTab balance will be charged and you will remain responsible for all other charges payable on your account.

On or after expiry or termination of the Services for any reason, if your postpaid account has a credit balance less than ten dollars (\$10.00), this credit balance will not be automatically refunded to you when Services expire or are terminated. If your postpaid account has a credit balance of ten dollars (\$10.00) or more, we will refund that balance to you within thirty (30) days (i) by processing the refund to a credit card used to make a recent payment on your account or (ii) by mailing a refund cheque to the last known address that we have for you in our records or any other address that you instruct us to mail to. It is your responsibility to keep us informed of any change in your credit card details or mailing address. Your failure to inform us of any such changes will, in the event that any refund to your credit card is unsuccessful or any refund cheque mailed to you is returned as undeliverable, result in the forfeiture to Shaw of the credit balance amount and any deposits on your account.

## 8. Devices, Equipment and SIM Cards

- a. SIM cards are provided to you only for your use of the Services. You may not use your SIM card for any other purpose. You may only use a SIM card provided by us or an authorized retailer specifically to you in order to access the Services and may not use a SIM card provided by any other person without our prior written consent.
- b. You agree not to modify, reprogram, copy, spoof, reverse engineer, monitor, probe, scan, decode or analyze (including through the use of packet analyzers) any numbers, codes, components or programming on your Device, equipment or SIM card or in any software, hardware or networks used to provide the Services, that are used for identification, authentication or control of transceiver functions or operator privileges or any transmissions used to provide the Services, or permit anyone else to do so, other than one of our authorized representatives. Except as required for the normal use of the Services, you agree not to disclose such information to anyone other than our authorized representatives.
- c. You acknowledge and agree that we may transmit or remotely install software, firmware and other updates on your Device and equipment from time to time in order to maintain, enhance or correct the Services, without notice or liability.

## 9. Device Warranty

- a. New Devices, End of Life Devices and other equipment, are covered by the manufacturer's limited warranty, a copy of which is available at the manufacturer's website.
- b. Lightly Loved and Refurbished Devices are final sale and do not carry a manufacturer's warranty. You can exchange, subject to Device availability, a defective Device within the trial period at the same Shaw Store the Device was purchased from, provided the Device is free from physical damage and is accompanied by the packaging and accessories provided, along with the original sales receipt.

Except as required by law, we do not offer, and expressly disclaim, any representation, warranty or condition in respect of Devices or equipment, whether express or implied, and have no obligation or liability in respect of Devices or equipment.

## 10. Charges and Payments

- a. You agree to pay us the charges applicable to the Services whether or not they have been incurred by you personally. The charges for your Services were set out in the agreement you signed when you activated your Service(s). You can also find them in My Shaw Mobile at [my.shawmobile.ca](http://my.shawmobile.ca). Charges will commence from the time you activate the Services or 14 days after your agreement start date, whichever is earlier. If you are adding or changing a Service, from the time that addition or change is made. Some of the charges are flat fees charged for a particular plan, add-on or value added Service package each month, starting from the time you activate the Service, while other charges are calculated based on the amount of the Services you use. You also agree to pay all applicable taxes, duties and governmental or regulatory fees, surcharges or levies that apply to the Services or our charges. Contact us if you want to change your plan and add or remove Services. Any changes (if not stated differently) will take place within 48 hours. Charges may be pro-rated accordingly based on the date such change is made. You may only change your plan, add-ons or a value added Service package once in any given invoicing period.
- b. You can pay for our Services through a post-paid monthly invoice using any of the methods that we describe on your invoice or on our website. We reserve the right to approve you or require additional conditions (such as satisfactory credit checks, an up-front deposit, limitations on types or quantity of Services available, or caps on the charges you may incur) for the payment option you select. If we require a credit check, you authorize us to collect and use information on your past credit history from third parties. We reserve the right to provide information regarding your payments to us to third party collection agencies. We reserve the right to refuse to provide some or all Services to you, or terminate or suspend Services to you, or require additional conditions to be met, based on the results of your credit check or other criteria, as we determine in our sole discretion.
- c. If you have requested pre-authorized payments (also known as our 'Auto Payment' program) or are required to provide pre-authorized payments on your account as per the MyTab Additional Terms of Service or otherwise, you agree that we may charge to your credit card, bank account or other payment instrument all outstanding charges on the date which they are due, including any applicable early cancellation fees, and you authorize us to keep your pre-authorized payment details on file. You agree to notify us of any changes to the details of your pre-payment method as required in order to process such charges. You confirm that you are authorized to use the method of payment provided to us and that you have the right to use that method to pay such charges.
- d. If you have concerns regarding any of the charges posted to your account, contact us through our call centre. You agree that: (i) charges for data roaming usage, roaming or long distance calls that you do not dispute within 30 days after being posted to your account; and (ii) all other charges that you do not dispute within 60 days after being posted to your account, will be deemed to be correct and accepted by you.

## 11. Invoice and Payments

- a. Your invoice will be made available to you in an electronic format by logging into your My Shaw Mobile at our website. Notification of new invoices may be sent to you at the e-mail address you have provided us. You are responsible for ensuring that the e-mail address you have provided is valid and that you are able to check it regularly. If you do not receive notifications of new invoices by e-mail, you are still responsible for logging into your account at our website to check for new invoices on a regular basis and for paying all amounts by the due date specified. You agree to pay each invoice in full by the due date specified on it. If we don't receive payment by such due date, you will be charged interest calculated and compounded monthly on the outstanding amount at the rate of 2% per month (26.82% per year) from the date of the first bill on which it appears until paid in full. If your account remains unpaid for 60 days, we may refer your account to a collections agency. We may also charge you for any reasonable administrative or collection costs that we incur. If your payment is rejected by your financial institution, we may charge you an administrative fee. We also reserve the right to change the invoicing frequency or to issue interim invoices in our discretion and without notice.
- b. If we determine in our discretion that a deposit is required, we will notify you of the amount required and any change in that amount from time to time. Deposits will bear interest at our current rate – Bank of Canada rate PLUS 1% ([bankofcanada.ca/rates/interest-rates/](http://bankofcanada.ca/rates/interest-rates/)). If you do not pay the full balance of any invoice when due, we may deduct any unpaid balance from your deposit and apply it to that invoice, in which case you will also be required to top-up the deposit. We may terminate or suspend Services if you do not maintain the specified deposit amount or if an unpaid balance remains past due after applying the entire deposit. We may also determine, in our sole discretion, that based on your payment history we no longer require you to maintain a deposit. We will return any remaining balance of a deposit to you within 30 days as a service credit against your account or, at your request, via cheque. If you do not pass our credit check, we may determine, in our sole discretion, that a deposit cannot be applied to your account and you may not qualify for Services.
- c. If you pay us more than the amount due on a given invoice, we will carry forward the overpayment and apply it to your next invoice. No interest will be paid on any credit balance. If your account is in a credit balance at the time all Services are terminated after application against all outstanding charges, any remaining credit balance, if it is ten dollars (\$10.00) or greater, will be refunded to you as set out above.

## 12. Trial Periods

If within 15 days you find that your Shaw Mobile product(s) are not meeting your expectations, return to the store where you made your purchase for a refund or exchange. In order to be eligible for refund or exchange, you must not have used more than 50% of the monthly data included with your service (with the exception of unlimited data plans) and the product(s) must be in like new condition, including the original packaging, accessories and receipt. If you return the product(s) or cancel your Services within 15 days, no early cancellation fee will be charged but you will be required to pay for any pay-per-use usage charges, including long distance minutes and roaming charges. Extended trial period: People with disabilities may require additional time to familiarize themselves with and integrate a new mobile device into existing, and/or possibly new, assistive technology and software. Shaw Mobile provides a 30 day trial period during which customers who self-identify as having a disability can cancel their contract without penalty. Mobile devices provided by Shaw that are in like new condition, and which include the original packaging, accessories and receipt, may be returned to the original purchase location.

## 13. Promotions

We may, from time to time, offer promotions relating to our Services. When we offer promotions relating to our Services, we reserve the right to change the promotions we offer from time to time (including without limitation the terms and conditions applicable to such promotions) without notice.

## 14. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY LAW, ALL SERVICES, DEVICES, EQUIPMENT AND ACCESSORIES ARE PROVIDED ON AN "AS IS", "WHERE IS" AND "AS AVAILABLE" BASIS, AND WE MAKE NO, AND HEREBY EXPRESSLY DISCLAIM ALL, REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER IN RESPECT OF THE SERVICES, ANY DEVICES, EQUIPMENT, ACCESSORIES OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF WORKMANSHIP, MERCHANTABILITY, SATISFACTORY QUALITY, LATENT DEFECTS, MERCHANTABILITY, TITLE,

## 15. Exclusion and Limitation of Liability

- a. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU OR ANY OTHER PERSON IN ANY EVENT FOR ANY LOSS OR DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, MORAL, SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES FOR HARM TO BUSINESS, LOSS OF INFORMATION OR DATA, LOSS OF PROFIT, SAVINGS OR REVENUE OR FAILURE TO REALIZE EXPECTED PROFIT OR SAVINGS OR OTHER NON-DIRECT, COMMERCIAL OR ECONOMIC LOSS OR DAMAGE OF ANY KIND UNDER ANY LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF OR COULD REASONABLY FORESEE THE POSSIBILITY OF SUCH DAMAGE OR LOSS, INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGE ARISING FROM OR IN CONNECTION WITH THE SERVICES, DEVICES OR EQUIPMENT, THE MATERIAL OR MESSAGES TRANSMITTED THROUGH THE SERVICES, THE FAILURE OR UNAVAILABILITY OF THE SERVICES, DEVICES OR EQUIPMENT, THE USE OF THE SERVICES, DEVICES OR EQUIPMENT OR ANY UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT, LOSS, CORRUPTION OR DESTRUCTION OF COMMUNICATIONS, INFORMATION OR DATA.
- b. Notwithstanding the above provision, except in cases where negligence on our part results in physical injury, death or damage to your property or premises, our liability for negligence related to the provision of emergency services on a mandatory basis is limited to the greater of twenty dollars (\$20) and three times the amount you would otherwise be entitled to receive as a refund for the provision of defective service under these Terms of Service.
- c. In respect of the provision of emergency services on a mandatory basis, we are not liable: (i) for libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over our tele-communications network from your property or premises or recorded by your equipment or your equipment; (ii) for damages arising out of your act, default, neglect or omission in the use or operation of equipment provided by us; or (iii) for damages arising out of the transmission of material or messages over our telecommunications network on your behalf, which is in any way unlawful.
- d. When facilities of other companies or telecommunications systems are used in establishing connections to or from facilities and equipment controlled by you, we are not liable for any act, omission or negligence of the other companies or telecommunications systems in relation to the provision of emergency services on a mandatory basis to you.
- e. Our liability with respect to the provision of emergency services on a mandatory basis is not limited by the three preceding provisions in cases of deliberate fault, gross negligence or anti-competitive conduct on our part or in cases of breach of contract where the breach results from our gross negligence.
- f. In addition to the above provisions and in connection with the provision of public alert messages that are required by the Canadian Radio-television and Telecommunications Commission to be transmitted to you over our telecommunications network, we specifically exclude all liability and you agree that we will not be responsible or liable to you or any other person for any loss or damages whatsoever related to such public alert messages (content, timing or otherwise) and whether or not such public alert messages are properly transmitted or received.
- g. You acknowledge and agree that: (i) you will have no contractual relationship whatsoever with a carrier upon which you roam; (ii) you are not a third party beneficiary of any agreement between us and such carrier; and (iii) such carrier will have no legal, equitable or other liability of any kind to you. For the purposes of the foregoing limitation of liability of such carriers, you acknowledge and agree that we are acting as the agent of such carriers.
- h. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THESE TERMS OF SERVICE APPLY TO OUR ACTS OR OMISSIONS AND THOSE OF OUR AFFILIATES AND SERVICE PROVIDERS AND OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "SUPPLIER PARTIES"), AND WILL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND, OR CLAIM INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, AND SHALL SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY.

## 16. Indemnity

You agree to indemnify and hold the Supplier Parties (as defined above) harmless from and against any and all claims, actions or demands, judgements against the Supplier Parties and all losses and expenses the Supplier Parties suffer, including without limitation reasonable legal and accounting fees, arising from or in connection with your use or misuse of the Services or any breach of these Terms of Service.

## 17. Communications and Security

- a. You must have an e-mail address and internet access that are accessible through means other than the Services in order to use the Services, as we will use your e-mail address and our website to communicate with you, including communications to advise of suspensions or interruptions to Service. You are responsible for all equipment and services required for such e-mail and internet access. We may also send you communications by text message to your phone and, occasionally, by phone, voice-mail or regular postal mail.
- b. If you would like to contact us to discuss the Services, you may do it using any of the ways described on our website. If you would like to send us a letter by post, we'd be happy to hear from you. Please send it to Shaw Mobile, 207 Queen's Quay West, Suite 710, Toronto, ON, Canada, M5J 1A7, attention: Executive Office. You agree that legal claims against us must be sent to us by post or courier at this address, with a copy to the attention of our Legal Department at Suite 900, 630 – 3rd Avenue SW, Calgary, AB, Canada, T2P 4L4. If you have complaints, we would encourage you to contact us first. However, you may also contact the Commission for Complaints for Telecom-television Services Inc. (the "CCTS") directly at any time if you have a complaint regarding us or our Services. You can contact the CCTS through their website at [ccts-cprst.ca](http://ccts-cprst.ca), by e-mail at [response@ccts-cprst.ca](mailto:response@ccts-cprst.ca), by telephone at 1-888-221-1687 (toll-free), 1-877-782-2384 (TTY) or by post at P.O. Box 81088, Ottawa, Ontario K1P 1B1. The Canadian Radio-Television and Telecommunications Commission (the "CRTC") has created a Wireless Code so that consumers of retail mobile wireless voice and data services will be better informed of their rights and obligations contained in contracts with wireless services providers. You can find out more about the Wireless Code on the CRTC website at: [crtc.gc.ca/eng/info\\_sht/t14.htm](http://crtc.gc.ca/eng/info_sht/t14.htm).
- c. When ordering the Services, a randomly generated personal identification number (your "PIN") will be sent by text message to the first phone number you activate. You will need your PIN to access My Shaw Mobile at our website or for any other changes or inquiries into your account. You agree that we are permitted to take steps to verify any person contacting us to validate that said person is authorized to access information, give us instructions and/or make changes in connection with your account, and that we will be entitled to treat all such communications as authorized by you if the person contacting us is verified. Verification may be done by a variety of methods, such as, as applicable, confirming your PIN, sending you a second factor authentication or verifying your ID. It is your responsibility to keep your PIN safe and secure and not to disclose it to anyone (except as described below). You are solely responsible for any actions taken using your PIN. You should only provide your PIN when logging into My Shaw Mobile at our website or to our customer care representatives. If you forget your PIN we might ask you for additional identification. Also, you agree that your PIN can be sent to your phone number. You can customize this PIN through My Shaw Mobile. If you want to authorize other individuals to access your account, you can do this through My Shaw Mobile and they will be sent their own unique PIN. If you ever need to reset your PIN, you can reset it through My Shaw Mobile and we will send you a reset link to the email address on file.
- d. If you believe the security of your PIN has been compromised, or you suspect unauthorized use, or your Device or SIM card is lost, stolen, damaged or

tampered with, notify us immediately by requesting a PIN reset through My Shaw Mobile for a compromised PIN or by calling us for any other reason listed. You will be responsible for all changes to your account, use of Services and charges, whether by you or anyone else, until you notify us. Once you notify us, we may suspend your account and may arrange for a new account to continue your use of the Services and, if required, a new SIM card. Replacement of lost or stolen Devices will be your responsibility.

- e. When you notify us that your Device has been lost or stolen, Shaw shall immediately suspend your Services at no charge and these Terms of Service will continue to apply, including your obligation to pay (i) all charges incurred before we received notice that the Device was lost or stolen; and (ii) either the minimum monthly charge (plus taxes) if you continue with your services agreement or the remaining MyTab balance (if applicable), if you decide to cancel your Services. If you notify us that your Device has been located or replaced and request that the Services be restored, then Shaw shall restore the Services at no charge.

## 18. Personal Information and Privacy

- a. We will ask you, and you agree to provide us, with certain personal and other information in order for us to provide the Services to you, such as your contact details and information we require to process your payments, such as your credit card information. You need to provide us with current, complete and accurate information, and keep us up-to-date as soon as your information changes. You can do so by logging into My Shaw Mobile at our website or through our call centre. All personal information that you provide to us will be administered by us in accordance with our Privacy Policy as amended from time to time. By activating the Services, you consent to us using your personal and other information in accordance with our Privacy Policy as amended from time to time. In addition you expressly consent that we may share your personal information with:
1. You or a person who, in our reasonable judgement, is seeking the information as your agent;
  2. 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; and
  3. An agent used by us to evaluate your credit or collect outstanding balances owed to us by you, if the agent requires the information and agrees to use the information only for that purpose.
- b. We reserve the right (but have no obligation) to monitor usage of the Services and disclose information in order to satisfy legal, regulatory or governmental requirements, to properly administer the Services and to safeguard the Services, any data, software, networks or equipment used to provide the Services and our customers.

## 19. Trade-Marks

The Shaw Mobile name and logos and other words, titles, phrases, marks, logos, icons and graphics are trademarks of, or used under license by, Freedom Mobile Inc., which are protected by law and may not be used, copied, imitated or used in whole or in part without our prior written consent.

## 20. Arbitration

ANY DISPUTES OR CLAIMS ("CLAIMS") WHATSOEVER BETWEEN SHAW AND YOU WILL BE REFERRED TO AND DETERMINED BY ARBITRATION TO THE EXCLUSION OF THE COURTS. IF YOU HAVE A CLAIM YOU SHOULD GIVE WRITTEN NOTICE TO ARBITRATE TO SHAW AT SUITE 900, 630 – 3RD AVENUE SW, CALGARY, AB T2P 4L4 ATTENTION: LEGAL DEPARTMENT. ARBITRATION WILL BE CONDUCTED BY ONE ARBITRATOR PURSUANT TO THE LAWS AND RULES RELATING TO COMMERCIAL ARBITRATION IN THE PROVINCE IN WHICH YOU RESIDE THAT ARE IN EFFECT ON THE DATE OF THE NOTICE. YOU AGREE TO WAIVE ANY RIGHT YOU MAY HAVE TO COMMENCE OR PARTICIPATE IN ANY CLASS ACTION AGAINST SHAW RELATED TO ANY CLAIM. YOU ALSO AGREE TO OPT OUT OF ANY CLASS PROCEEDINGS AGAINST SHAW. IF SHAW HAS A CLAIM, SHAW WILL GIVE YOUR NOTICE TO ARBITRATE AT YOUR BILLING ADDRESS. IF THE CLAIM RELATES TO A MATTER THAT SHOULD BE BROUGHT BEFORE THE CANADIAN RADIO-TELEVISION AND TELECOMMUNICATIONS COMMISSION (CRTC), COMMISSION FOR COMPLAINTS FOR TELECOM-TELEVISION SERVICES (CCTS) OR OTHER CUSTOMER COMPLAINTS BODY SET UP TO ADDRESS SUCH MATTERS, YOU AGREE THAT YOU WILL REFER THE MATTER TO THE CRTC, CCTS OR SUCH BODY TO RESOLVE THE MATTER PRIOR TO INITIATING A CLAIM IN ANY COURT OF LAW. THIS PARAGRAPH IS SUBJECT TO ANY PROHIBITIONS UNDER APPLICABLE LAW.

## 21. Governing Law

You agree that, to the fullest extent permitted by law, these Terms of Service will be governed exclusively by the laws of the province of Alberta.

## 22. General

If any part of these Terms of Service is for any reason unenforceable, then that part will be considered severable from the Terms of Service without affecting the validity of the rest of the Terms of Service. The Terms of Service constitute the entire agreement between you and us in respect of the Services. You may not assign the Terms of Service or any of your rights or obligations under the Terms of Service, including by operation of law, without our prior written consent, which we may withhold in our discretion or make subject to conditions (such as a credit check, validation of identity or an administrative fee). We may assign the Terms of Service in our sole discretion. The Terms of Service shall benefit and be binding upon the respective successors and permitted assigns of the parties hereto. No waiver of any breach of the Terms of Service by you is effective unless made in writing and signed by us and, unless otherwise provided, is limited to the specific breach waived.