

Public Mobile User Terms ("User Terms")

THE USER TERMS CONTAIN IMPORTANT INFORMATION ABOUT THE APPLICATION, INCLUDING DETAILS ABOUT POSSIBLE SERVICE CHARGES AND THE COLLECTION, USE AND STORAGE OF PERSONAL INFORMATION. BY DOWNLOADING, INSTALLING OR USING THE APPLICATION, YOU AGREE TO BE BOUND BY THE USER TERMS. IF YOU DO NOT AGREE WITH THE USER TERMS, DO NOT CHECK THE "I ACCEPT THE USER TERMS" BOX BELOW AND DO NOT USE THE APPLICATION.

Overview

01. Public Mobile ("Service") is an application that lets you make changes to your prepaid Public Mobile wireless account ("Wireless Account") using your smartphone or tablet ("Device"). The Service lets you monitor your data, text or voice usage; check your Wireless Account balance; make one time payments; sign up for subscription with pre-authorized payments; add or remove features like text messaging packs or US roaming passes; add funds to your account balance; check your available funds, and much more. Importantly, in the event of a discrepancy between the Service records and Public Mobile's billing records for your Wireless Account, you agree that Public Mobile's billing records will be taken as correct.
02. The Service is not intended for use by persons under the age of 13. If you are under 13 years old, you may not use the Service or provide Public Mobile with any personally identifiable information. If you are 13 or older but not of legal age to enter into a contract, you should review the User Terms with your parent or guardian to make sure that you and your parent or guardian understand the User Terms.
03. The User Terms as amended from time to time ("Agreement") contain the terms and conditions that govern your use of the Service. You agree to comply, and to cause all persons who use the Service to comply, with the terms and conditions of this Agreement. As you read through this Agreement, please note that: "us", "our" and "Public Mobile" refer to the mobility division of TELUS Communications Inc. and "you" and "your" refer to you the Public Mobile wireless customer who is responsible for the use of the Service.

License to use the Service

04. Public Mobile grants you a revocable, non-exclusive, non-transferrable, non-sub-licensable, limited right to install and use the Service on the Device.
05. The Service includes without limitation the application's software code, interface, images, design, text, artwork, sound, documentation and other components and files, and any updates, modifications or enhancements to these items.
06. In order to use the Service you must have: (a) a Wireless Account, and (b) access to the Public Mobile wireless network, or a Wi-Fi enabled internet connection. You are required to register and create a Wireless Account in order to use the Service. You are responsible for use of the Service and for the activities of anyone who uses the Service. To prevent unauthorized use, you must maintain the confidentiality of the login names, passwords and other identification methods (if any) that you use to access the Service.
07. When you download the Service using the Public Mobile wireless network or you use the Service outside of Canada you will be charged for such data usage in accordance with the rate plan associated with your Wireless Account. You are responsible for use of the Service (including all data charges), and for the activities of anyone who uses the Service.
08. You consent to receiving communications from time to time related to the Service, including updates, modifications or enhancements to the Service or any other service announcement, directly through the Service through push notifications, or via SMS, bill message insert or email. You consent to Public Mobile electronically updating, modifying or enhancing the Service, and agree that this Agreement will apply to all such updates, modifications or enhancements, unless accompanied by a separate or updated agreement.
09. From time to time and without prior notice to you, Public Mobile may change, expand or improve the Service. Public Mobile may also, at any time, suspend or cease to continue operating part or all of the Service or selectively disable certain aspects of

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the Service or portions of the Service. Any modification, suspension, or elimination of the Service will be done in Public Mobile's sole and absolute discretion and without an ongoing obligation or liability to you. Your use of the Service does not entitle you to the continued provision or availability of the Service. You are under no obligation to use or continue to use the Service and may temporarily or permanently cease to use the Service without notice to Public Mobile.

Service limitations and restrictions

10. You can only use the Service for your own individual use, with a compatible device and in compliance with law.
11. The Service is licensed, not sold, to you by Public Mobile for use strictly in accordance with the terms and conditions of this Agreement
12. The performance of the Service may depend on the speed of the internet connection and other technical conditions which may be outside of Public Mobile's control.
13. The functional use of the Service may depend on your location information derived from the Device. You acknowledge that your failure to provide (or make accessible) your location information may limit the functionality of the Service. Public Mobile is not responsible for your location information should you choose to publicly disclose it through the use of the Service.
14. You will not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Service; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Service; (c) remove, alter or obscure any proprietary notices in the Service (including any notice of copyright or trademark) of Public Mobile or its affiliates, partners, suppliers or licensors; (d) use the Service in a manner that derives revenue directly from such use, or use of the Service for any other purpose for which it is not designed or intended; (e) install, use or permit the Service to exist on any other device, other than by means of your separate download of the Service, each of which is subject to a separate license; (f) make the Service available over a network or other environment permitting access or use by multiple devices or users at the same time; (g) use the Service for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product or software offered by Public Mobile; (h) use any proprietary information or interfaces of Public Mobile or other intellectual property of Public Mobile derived from the Service in the design, development, manufacture, licensing or distribution of any other application or service; (i) circumvent, disable or tamper with any security-related components or other protective measures applicable to the Service; (j) reproduce, archive, retransmit, distribute, disseminate, sell, lease, rent, modify, broadcast, publicly perform, publish or publicly display the Service; (k) misrepresent or spoof your identity when accessing or using the Service; (l) use the Service to send automated queries to any website or to send any unsolicited commercial e-mail, or to violate do-not-call or automatic dialing laws; or (m) use or export the Service in violation of any laws including without limitation United States export laws.

Privacy

15. Certain personal information and other information may be stored in the Service or on the Device even if such information is not collected by Public Mobile. It is your responsibility to maintain the security of the Service and the Device, in each case from unauthorized access or use. You are responsible for deleting/purging all personal information and other information in the Service and on the Device that is within your control.
16. By accessing and using the Service the following information will be made available to, and will be stored by, Public Mobile: (a) the 10-digit mobile number connected to your Wireless Account; (b) information about the Service (e.g. application version); (c) your usage of and interaction with the Service (e.g. Device type, operating system, and unique device identifier, internet connection, Service performance, and error reports); (d) your Wireless Account information; and (e) the Device location information. Items (a) through (e) above are collectively referred to as "Information".
17. Information is collected, updated and stored whenever you access or use the Service through an internet connection (e.g. the Public Mobile wireless network or a Wi-Fi enabled internet connection).

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18. You consent to the collection, use and storage of the Information by Public Mobile for one or more of the following purposes: (a) to provide you the Service including Service support (if any); (b) to evaluate and improve the Service; (c) to market and promote Public Mobile products and services or products and services from third parties; and (d) for the additional purposes identified in the Public Mobile Privacy Commitment which can be found at <https://www.publicmobile.ca/en/on/privacy-policy>. Public Mobile may also combine the Information with other information Public Mobile may already have about you for the purposes specified in (a) to (d) above. This notice will serve as your sole notice that accessing and using the Service will result in the collection, use and storage of Information by Public Mobile, and you may not receive any subsequent reminders or further notice. Please refer to the Public Mobile Privacy Policy for details about withdrawing your consent.
19. Public Mobile will retain your Information for as long as is necessary to: (a) fulfill any of the purposes set out in this privacy section, and (b) comply with law, regulatory requests and orders issued by a court of competent jurisdiction.

Intellectual property rights

20. You acknowledge that: (a) the Service and any related material; (b) the source and object code of the Service's software; (c) the format, directories, queries, algorithms, structure and organization of the Service; and (d) any and all copyrights, patents, trademarks, trade secrets, publicity rights and other intellectual property rights associated with items (a) through (c) above (collectively, "Intellectual Property"), are the sole property of Public Mobile and its affiliates, partners, suppliers and licensors. Except as expressly provided herein, you do not possess, and Public Mobile does not grant to you, any express or implied rights (whether by implication, estoppel or other legal theory) in or to any Intellectual Property, and all such rights are retained by Public Mobile or its affiliates or licensors, or to any third party owner of such rights.
21. The Service may utilize or include third party software that is subject to open source licence terms ("Open Source Software"). You agree that your right to use such Open Source Software as part of the Service is subject to and governed by the terms and conditions of any applicable open source licence, including, without limitation, any applicable acknowledgements, licence terms and disclaimers contained therein (collectively, "Open Source Licence Terms"). In the event of a conflict between the terms of this Agreement and the Open Source Licence Terms, the Open Source Licence Terms shall govern.
22. Public Mobile and Public Mobile logos are trademarks of TELUS Corporation, used under license. All other trademarks, brands, product names that are included in the Service (if any) are the property of their respective owners.

Feedback

23. If you provide any suggestions, comments, feedback or complete any surveys, using the Send Feedback functionality in the Service ("Feedback"), Public Mobile will be free to use, disclose, reproduce, license and otherwise distribute and exploit any Feedback as Public Mobile deems appropriate, entirely without obligation or restriction of any kind on account of intellectual property rights or any other rights. You also waive any moral rights in the Feedback. Public Mobile will treat any Feedback you provide to Public Mobile as non-confidential, non-personal and non-proprietary. You agree not to submit any information or ideas using the Send Feedback functionality in the Service that you consider to be confidential, personal or proprietary.

Warranty disclaimers

24. Public Mobile does not guarantee timely, secure, error-free or uninterrupted Service. To the fullest extent permitted by law, legal warranties and conditions (implied or statutory) do not apply to the Service.
25. Public Mobile does not guarantee that the Service will be compatible or interoperable with the Device. You agree that Public Mobile and its affiliates, partners, suppliers and licensors will have no liability to you for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.
26. Public Mobile is not responsible for: (a) damages arising out of your act, default, neglect or omission related to your use of the Service; or (b) damages arising out of the transmission of information over the Public Mobile wireless network or Wi-Fi enabled internet connection, which is in any way unlawful. Public Mobile has the right, but not the obligation, to monitor or log your 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.

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Limitation of liability

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

Indemnification

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

Termination

29. This Agreement is effective until terminated by Public Mobile or you. Public Mobile may, in its sole discretion, immediately terminate this Agreement or suspend your access to all or part of the Service (or both), at any time and for any reason. In addition, your rights under this Agreement will automatically terminate without notice from Public Mobile if you fail to comply with any term of this Agreement. Upon termination of this Agreement, you will stop using the Service and uninstall the Service from the Device. Public Mobile will not be liable to you or any third party if Public Mobile terminates this Agreement or suspends your access to all or part of the Service.
30. The warranty disclaimers section, the limitation of liability section and the indemnification section, will in each case survive any termination of this Agreement.

Third party beneficiaries

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

Other details

32. Except as expressly stated herein, this Agreement constitutes the entire agreement between you and Public Mobile with respect to your use of the Service. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected and each remaining provision shall be valid and enforceable. The failure to exercise a right or require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach.