



The agreement between you ("**Customer**" or "**you**"), PC® mobile, a division of Loblaws Inc. ("**PC mobile**"), and Bell Mobility Inc. ("**Bell**" or "**Bell Mobility**") and together with PC mobile, "we", "us" or "our") includes the following documents, as they may apply to you:

- a summary setting out critical information about what you are signing up for;
- an agreement page confirming your acceptance of your agreement with us ("**Our Agreement Page**");
- a summary of key details about your Device, Services, promotions and related Charges (defined below) ("**Device and Service Summary**"); and
- the actual terms of service spelling out your, and our, obligations (including the schedules attached) ("**Terms of Service**" and "**Schedules**")

(together the "**Agreement**").

You should review the entire Agreement. All of the parts are important and together create a legal contract that applies to you once you have accepted it. We rely upon your promise that you have reached the legal age of majority in your province or territory of residence and are authorized to enter into this Agreement. To help you to understand your rights and obligations under this Agreement, these Terms of Service are written in a question and answer format. At the end of these Terms of Service you'll find PC mobile's contact information.

- 1. What is covered by this Agreement?** This Agreement is for any prepaid ("**Prepaid**") wireless telecommunications services for PC mobile provided by or through Bell Mobility, including voice (exclusively for the purpose of making and receiving person-to-person voice calls and/or accessing voicemail), text, data (including data transmissions relating to the Internet of things) or other Prepaid services, and account administration (for example, account changes and Customer support) (together the "**Services**"). This Agreement also applies to any wireless device ("**Device**") to be used with the Services. Only PC mobile issued Prepaid subscriber identity module cards ("**SIM Cards**"), which are required to connect your Device to Bell networks (the "**Networks**" and each, a "**Network**"), can be activated for use with the Services.
- 2. How do I accept this Agreement?** You **(a)** sign the Our Agreement page; **(b)** click "I Agree" or perform any other form of electronic acceptance; **(c)** verbally agree to enter into this Agreement; or **(d)** activate or use any of the Services.

Your Information and Communication Preferences

- 3. How does PC mobile and Bell protect my personal information?** Each of PC mobile's and Bell's commitments to privacy protection is found at the end of these Terms of Service. Each of PC mobile and Bell protects your personal information in a manner consistent with applicable laws and their Privacy Policies available at pcmobile.ca/privacy and bell.ca/privacy, respectively.
- 4. How can I be sure that PC mobile has accurate contact information for my account?** You are responsible for keeping the contact and payment information you provide to PC mobile for yourself and any subscribers on your account (including name, mailing address, email address, telephone number, credit card or bank account information) up to date. Call our Customer service centre to confirm that the information we have on file is correct.

5. **How does PC mobile recommend and market products and services to me?** At PC mobile, we use a number of ways to keep our customers informed about PC mobile's products and services and those of Loblaw's Inc. and Loblaw Companies Limited and its subsidiaries ("**Loblaw**") [and our third party marketing partners]. We recommend products and Services to you based on your account information, eligibility and your needs and preferences as determined by your purchase and use of our products and Services. We may also reach out to inform you of ways to save, new product and Service releases and other useful information using a variety of means, including by sending you commercial electronic messages or calling you.. You can unsubscribe or manage your communication preferences for commercial electronic messages or telemarketing messages by contacting us anytime online at pcmobilertalktous@loblaw.ca or visiting pcmobil.ca/preferences or contacting PC mobile's Customer service centre: # 7266 at no charge from your Device, or 1 877 284-6361 toll free, Monday to Friday from 8:30 a.m. to 9 p.m., Saturday from 9 a.m. to 6 p.m. or Sunday from 11:30 a.m. to 5 p.m. in your province/territory of residence. You may also contact PC mobile by mail at: PC mobile, Attention: Admin Support Team, 200 Bouchard, 2nd Floor, Dorval, QC H9S 5X5. You will continue to receive service-related messages even if you choose not to receive marketing communications.

Availability of Your Service and 9-1-1 Limitations

6. **Where are the Services available?** We provide Service coverage for almost all of the populated areas in Canada. Visit pcmobil.ca/prepaidcoverage for our latest service coverage areas and maps. Bell and its roaming partners may, from time to time and without notice, change Networks or geographical coverage areas.
7. **What speed can I expect from the Services?** As fast as our technology, and your Device and selected Services, allow. We don't guarantee the Services will achieve peak speeds (even if you pay extra to get higher peak speeds). When delivering your Services, Bell may employ its different Networks (including mobile networks and Wi-Fi networks) and manage network resources using methods which include (i) Internet traffic management practices; and (ii) prioritization or deprioritization of network access, all in a manner consistent with applicable law. If you violate Bell's Responsible Use of Services policy ("**Responsible Use Policy**") in **Schedule A**, then Bell may, among other things, reduce your speed for Network management purposes or terminate your Services. Please review the Responsible Use Policy for greater detail. For a description of our Internet traffic management practices, please visit pcmobil.ca/ITMP.
8. **Is 9-1-1 always available? Are we responsible for Emergency Alerts?** No. Further details below.
- (a) **9-1-1:** Bell provides 9-1-1 emergency call routing Service ("**9-1-1 Service**"), which may not always work for a variety of reasons. Also, 9-1-1 Service does not work with all Devices or Rate Plans (as defined in **Section 13**): certain Devices like tablets, modems and turbo sticks/hubs or Devices equipped with data-only Plans may not support, or be intended for, voice services and either cannot be used to call or access 9-1-1 or, if 9-1-1 access is available, it may include important limitations, for example, the 9-1-1 operator's inability to call you back in the event your call is disconnected. **Section 9** sets out additional reasons that 9-1-1 Service may not work on all Devices. While Bell provides emergency call routing when the 9-1-1 Service is available and the Device is capable, it is the local government that provides the 9-1-1 emergency response services. If you are calling from an area where 9-1-1 emergency response services are not available, then your call may not be routed to a live operator. Contact your local government for additional information. For an explanation about 9-1-1 Service and information about where 9-1-1 Service may be available, please visit pcmobil.ca/prepaid911. **To the extent permitted by applicable law, we are not responsible for any inability to access 9-1-1 Service.**
- (b) **Emergency Alerts:** As required by law, Bell distributes mandatory emergency alerts issued by government bodies (such as Environment and Climate Change Canada) that it receives from the Alert Ready system ("**Emergency Alerts**") to compatible Devices connected on the Bell LTE Network. **We are not responsible for the operation of the Alert Ready system, including the content, timing and/or receipt of an Emergency Alert.** For information on Emergency Alerts and Device compatibility, please visit alertready.ca/wireless.
9. **Will all Services work with all Devices?** No. We do not guarantee the Services, including 9-1-1 Service, will work on all Devices, especially if the Device was not purchased directly from PC mobile or if it was modified in a way which PC mobile has not authorized (including, but not limited to, via manufacturer or third-party software updates or downloads, third-party unlocking services or Device tampering). Your PC mobile SIM Card may not be compatible with all Devices, and your Services (including Rate Plan) must be used exclusively with the specific type of compatible Device that Pc mobile has identified at pcmobil.ca. It is your responsibility to ensure that your chosen Device is able to fulfill your requirements, including that it is compatible with connecting technologies if you need handsfree or similar capabilities.
10. **What happens if my Device becomes outdated?** We may change the minimum technology requirements for the Services in which case you may need to replace your Device. If you fail to do so, your Device might not be adequate to access the Services and your only remedy will be to cancel the affected Services.

11. **Does PC mobile and Bell issue credits for Service outages?** Any credit or refund for Service unavailability is entirely at the discretion of PC mobile and Bell.

Your Account

12. **What is the term of my Agreement?** Your Agreement begins upon initial activation of the Services and there is no term commitment.
13. **What is the difference between a Rate Plan, an Add-on and Pay-Per-Use Services?** PC mobile provides you with a variety of subscription options when ordering Services. You can subscribe to pre-defined Services (your "**Rate Plan**"), add features (not within the Rate Plan) that interest you (an "**Add-on**"), and have the additional option of using and paying for certain Services as-needed ("**Pay-Per-Use**"). The amount you must pay for any use of the Services (your "**Charges**") will vary depending on the combination of Services you select. Any usage over and above that which is included in your Rate Plan or Add-on is additional usage ("**Additional Usage**") and will be charged in accordance with **Section 14**. Remember that you are responsible for choosing the combination of Services that is most appropriate to your needs.
14. **What happens if I exceed the usage limits of my Rate Plan or Add-on?** You will pay extra for that. Additional Usage will be charged to you at the Pay-Per-Use rates published on pcmobil.ca/prepaidplans, unless your Rate Plan or selected Add-ons specify a different rate (which may change over time in accordance with **Section 45**).
15. **Will I have to pay any fees in addition to the Charges described above?** There may indeed be cases where additional fees ("**Fees**") apply. Visit pcmobil.ca/prepaidfaq for additional information. You will be notified of and must agree to a Fee before it is charged. Fees are usually charged separately from your Rate Plan and may change from time to time in accordance with **Section 45**. Certain third party app providers may charge you a fee for subscribing to their app and you are responsible for these fees.
16. **How do I manage my account and Charges?** Visit pcmobil.ca/prepaidfaq for our self-serve options or contact PC mobile's Customer service centre at **1 877 284-6361**.
17. **How are my usage Charges calculated?** It depends on the Service being used.
- (a) **Voice:** Both local and long distance calls are rounded up to the nearest minute, unless otherwise stated. Time begins when you initiate a call (for example, by pressing "Send") or, for calls you receive, from the moment the call request connects to the Network (which may be before the Device rings) until the time the activity is disconnected (for example, by pressing "End"). If you call a phone number outside of your local coverage area or if you receive a phone call when outside your local coverage area you will be charged for long distance Services. Airtime and long-distance Charges also apply to call-forwarding. For an explanation of local and long distance coverage areas, visit pcmobil.ca/prepaidcoverage. Calls to special numbers (excluding those operated by and on behalf of PC mobile or Bell), including those beginning with a "#", or a "*" or short codes (billed per call) are not included within your Rate Plan or Add-ons and may result in additional charges.
- (b) **Text:** PC mobile counts your incoming and outgoing text messages. Long text messages may be broken up into smaller segments, in which case you will be charged per segment. There may be circumstances where your Device is inactive and incoming text messages are received by the Networks but cannot be delivered to your Device. Applicable text Charges continue to apply even if you do not immediately receive them. Interactive text messages (also known as premium short code messages) are billed outside of normal text message Charges and additional Fees apply. Premium short code messages can be stopped by replying to a message with the word STOP. Visit pcmobil.ca/prepaidfaq for further information. Texts to special numbers (excluding those operated by and on behalf of PC mobile or Bell), including those beginning with a "#", or a "*" or short codes (billed per text), and texts to landlines are not included within your Rate Plan or Add-ons and may result in additional charges.
- (c) **Data:** Data usage is rounded up to the nearest kilobyte, unless otherwise stated. Applicable data Charges apply from the moment a data transmission starts and are measured by the data sent and received by the Networks in connection with such transmission, whether or not the data request is successfully completed. This means that any of your usage details may be greater than the data actually received by your Device in connection with the Services. Note as well that certain third party apps may generate data usage even when you are not actively engaged in using them – it is your responsibility to understand how much data is used by your selected app(s). Certain Rate Plans or Add-ons that include data may apply to on-Device transmissions only – so if you use your Device as a modem or tether, then you may be charged Pay-Per-Use charges for data Services.
- (d) **Roaming:** You're "**roaming**" whenever your Device has to use another wireless service provider's network to send or receive voice, text or data transmissions. Roaming can occur in Canada. We do not offer you international (including the U.S.) roaming coverage. Rounding practices for U.S. voice and data roaming may vary depending on how the wireless service provider permitting you to access their network calculates usage.

- 18. Can I change my Rate Plan and/or Add-ons?** Yes, you may change your Plan and Add-ons by calling PC mobile's Customer service centre or by visiting pcmobile.ca/prepaidfaq for our self-serve options. You are required to have enough funds in your account to cover the Charges for the newly selected Rate Plan and/or Add-on(s). Changes will take place immediately.
- 19. What if I move?** If you move to a different location than the one indicated on your account and wish to continue your Services, you may need to change your mobile number.
- 20. Do I own the mobile number that is assigned to me?** No. You do not own or acquire any right in any assigned mobile number or identifier for Services (e.g. IP address, email address, web space URL, host name, Internet fax). We may change, withdraw or re-assign any number or identifier assigned to you. Your mobile number may be automatically transmitted to the person you call, other carriers or to us. You can block this display either permanently or on a per-call basis at any time in accordance with the instructions posted from time to time on pcmobile.ca/prepaidfaq.
- 21. Can I keep my number?**
- (a) Transfers to PC mobile.** We will ask your existing service provider to "transfer-in" or "port-in" your existing number if you: **(i)** confirm that you have the right to make the request; **(ii)** authorize us to share with your existing service provider your information relevant to the transfer request (which may include personal information); and **(iii)** complete and sign any required request form. You are responsible for payment of fees and taxes owed to your existing service provider (including any applicable cancellation fee).
- (b) Transfers from PC mobile.** If you or your new service provider ask us to and your assigned account and mobile number are active, we will, process a "transfer-out" or "port-out" request for your mobile number to your new service provider. You are responsible for all Charges, Fees and taxes associated with the transfer from PC mobile. Prepaid funds (including active balances) are non-refundable. Please refer to **Section 48** to understand how to end your Agreement.

We are not responsible for any interruption, disruption or disconnection of any services associated with the number which is the subject of a transfer request. A "transfer" of a number does not include the transfer of any associated services (including voicemails), devices or apps.

- 22. Who is responsible for protecting my account and Device?** You are responsible for the protection of your account(s) and password(s) and for all use of your account, the Services and your Device by yourself and any other users (including subscribers on your account). You must also protect your Device from theft, unauthorized use and software corruption. You are responsible to back up and safeguard your data, including your text, email and voicemail messages. We may also require that you take proactive measures to protect your Device (for example, updating software). We may delete your data and reset your Device to factory settings in certain circumstances. If you have concerns about unauthorized persons ordering the Services without your permission, you should investigate the appropriate use of parental controls, passwords and personal identification numbers for your account. You are responsible for payment of all Charges on your account which is why it is so important to protect your account and keep account information up-to-date.
- 23. How do I use my Services responsibly?** You are responsible for using the Services in a legal and sensible manner. We monitor usage on the Networks to maintain the continuous, efficient operation of the Services and where necessary, we enforce the rules contained in the Responsible Use Policy. You must comply with the Responsible Use Policy and all applicable laws when using the Services, including your safe use of Devices and **we remind you that it is illegal and unsafe to drive while using your Device unless you are using handsfree capabilities**. We also recommend using the handsfree mode in any situation where you may be distracted (such as biking or walking with your Device). We may, but are not required to, monitor (electronically or otherwise) or investigate your use of Services and Networks, including Device location, Network consumption (and how it affects operation and efficiency of the network and Services) or your content. We may disclose any information necessary to satisfy any law, regulation, governmental or other lawful request from any applicable jurisdiction or as necessary to operate and optimize Services and to protect ourselves or others and ensure Services are not being used contrary to the Responsible Use Policy.

Content

- 24. Am I responsible for content that I create or engage with when using the Services?** Yes. It is your responsibility to ensure that you have the rights to any content you post, upload, store, transmit or communicate to others using the Services, including data, documents, videos, music, photos, etc. We are not responsible for the unauthorized use or distribution of this content (including third-party content).
- 25. How do PC mobile or Bell manage my content?** Only as required to provide the Services. We may use, copy, adapt, transmit, display, publish and perform and distribute your content. We may store your content so you can access it, but that if you fail to access such content within a certain period of time (as determined by us), or if the applicable Service is modified or terminated, we may delete it without notice to you.

26. Does PC mobile provide its own content? PC mobile may provide its own content as part of certain Services, including interactive services and applications ("**Applications**"). Any PC mobile content is provided on a "subject to availability" basis, may change in our discretion and may only be used by you in accordance with the Responsible Use Policy. PC mobile will not refund Charges or credit you for any interruptions in your enjoyment of PC mobile (or any other) content.

Your Device

27. What happens to my content if I change or replace my Device? If you plan to stop using your Device, it is your responsibility to delete any personal information and content it contains. To do so, you must reset the Device to factory settings. Visit pcmobil.ca/prepaidfaq to find out how. If you upgrade or replace your Device, your content may not be transferable. If your content is important to you, then ask whether the content can be transferred. You may be charged a fee for PC mobile performing the transfer of content.

28. Does PC mobile or Bell install, modify or remove software on my Device? When you accept this Agreement, you agree to PC mobile installing, modifying or removing PC mobile or other software on your Device (which may include the Applications, features and settings on your Device and/or SIM Card wirelessly or otherwise, without additional notice. These updates may be required in order to continue receiving the Services.

29. What is PC mobile's return policy? If you purchase a Device from PC mobile which does not meet your needs, you may return your Device to PC mobile if the Device is: **(a)** returned within **15** calendar days of the start date; **(b)** in "**near new**" condition with the original packaging, manuals and accessories; and **(c)** returned with original receipt to the store of purchase. SIM Cards are not returnable once the packaging has been opened or the SIM Card is activated. If you are a person with a disability, the same conditions apply, however, you may return your Device within **30** calendar days of the start date. Funds added to your account are non-refundable.

30. What happens if my Device is lost or stolen? As soon as you let us know that your Device has been lost or stolen, we can suspend your Service. If you report your Device as lost or stolen, and PC mobile has not been notified of its return within a specified time period, then the Device may be permanently disabled. Remember that this Agreement continues to apply even after you have reported your Device lost or stolen. In order to ensure that your future Prepaid funds are not compromised, we will suspend your recurring Charges and any automatic "Top Up" program that you participate in (as further described in **Section 35**) once you notify us that your Device was lost or stolen. However, the Active Period (as defined in **Section 35**) applicable to your existing Prepaid funds continues to run when the Device is lost or stolen. Accordingly, you must continue to manually Top Up your Prepaid account within **7** calendar days of the end of the Active Period applicable to the Prepaid funds in your account to maintain your existing Prepaid account balance. Funds added to your account are non-refundable (including for suspended or deactivated accounts).

31. What happens if my Device doesn't work? Check your Device manual for troubleshooting tips that might help you solve the problem and contact the Device manufacturer for assistance. See **Section 41** (**Section 53** for Quebec Customers) if your Device is covered by a manufacturer's warranty and needs to be repaired. If you give your Device to PC mobile for repair, you are responsible for backing up any personal information and content contained on the Device which you want to preserve and then deleting it (by resetting your Device to factory settings) prior to giving your Device to PC mobile. Visit pcmobil.ca/prepaidfaq to find out how.

32. Will I receive a loaner Device while my Device is being repaired? If the Device was purchased as part of this Agreement and either the Device is within the manufacturer's warranty period or PC mobile's one-year extended warranty (as set out in **Section 41**), you will be provided with a loaner device (along with related accessories) ("**Loaner Device**") for free, if we have one available. If PC mobile is unable to provide you with a Loaner Device, then your Services will be suspended and we will suspend your recurring Charges and any automatic "Top Up" program that you participate in while your Device is being repaired. However, the active period applicable to your existing Prepaid funds continues to run when the Device is being repaired. Accordingly, you must continue to manually Top Up your Prepaid account within **7** calendar days of the end of the Active Period applicable to the Prepaid funds in your account to maintain your existing Prepaid account balance.

33. What do I do with my Loaner Device once my Device is repaired? Simply return it to PC mobile in accordance with the documentation accompanying the Loaner Device within **5** business days of receiving your repaired Device, unless instructed otherwise by PC mobile. Please remember that you must delete any personal information and content the Loaner Device contains (by resetting it to factory settings) prior to returning it to PC mobile.

34. What if I lose, damage or fail to return the Loaner Device? You're responsible for the Loaner Device. If you don't return the Loaner Device in good working order and without visible defects or damage, then you may be charged a Fee to replace the Loaner Device, as set out in the documentation accompanying the Loaner Device without further notice. This Fee may be applied to your account.

Charges and Payment

- 35. How does PC mobile charge me for Services?** You will not receive a monthly bill. You must maintain a positive balance of funds in your Prepaid account in order to use the Services. To add funds to your account, you must "**Top Up**". Taxes are extra. Prepaid funds are valid for a specified number of days starting from the time on the day they are added to your account ("**Active Period**"). Unused funds will expire at the end of the Active Period. Expired Prepaid funds will be restored if you Top Up your account within **7** calendar days of their expiry. If you Top Up your account before your existing Prepaid funds expire (or are used up), then your Top Up will be added to your existing Prepaid funds and the Active Period for the Top Up will apply to the combined amount of Prepaid funds. Prepaid funds are non-refundable. Any Prepaid funds or Services which are added to your account on a promotional basis will have an Active Period of **30** calendar days from the date they are added to your account, unless otherwise indicated to you, and are not restored or extended by Top Up. Any included but unused minutes, text messages or data in Prepaid Rate Plans or Add-ons will not carry over beyond the applicable Rate Plan or Add-on period. If you use an automatic Top Up program to add funds to your Prepaid account, there may be rare occasions where the activity is delayed by up to **48** hours depending on your bank or due to unforeseen circumstances. You cannot transfer any funds added into your Prepaid account to another account. You must pay all Charges, plus applicable Fees and taxes. Visit pcmobil.ca/prepaidfaq for additional information.
- 36. How can I pay for the Services?** You have a variety of options to Top Up your PC mobile Prepaid account balance. You can participate in an automatic Top Up program with a pre-authorized credit card or bank account, or pre-authorize your credit card and do one-time Top Ups with your assigned personal identification number. You can also use the self-serve options available to you, including on your Device. Please visit pcmobil.ca/prepaidtopup for additional information.
- 37. How do I correct a payment error?** Please contact PC mobile's Customer service centre.
- 38. What if I have a concern about a Charge or Fee?** You have to contact us within **90** days of the date the Charges and Fees were incurred, otherwise we assume you accepted them. If you are entitled to a credit from us, you confirm that you have made no separate claim for a refund for the same amount from a financial institution. We will apply any credits due to you against future Charges and Fees payable.
- 39. How do discounts or promotions work?** PC mobile will apply any discounts, incentives or promotions to your account while: **(a)** PC mobile maintains these discounts, incentives, or promotions; and **(b)** you meet the applicable eligibility requirements (including, maintaining your Service without interruption). PC mobile may change any discounts, incentives or promotions and their eligibility requirements at any time. Discounts, incentives and promotions may take more than one billing cycle to be applied and will not be applied retroactively. Before making changes to your Services (including features), please review applicable restrictions and/or eligibility requirements, as certain changes may result in loss of, or changes to, discounts or promotions.
- 40. Why do we charge a government 9-1-1 Fee?** We do not provide emergency services, but Bell does provide a 9-1-1 Service to assist with emergency call routing (as described in **Section 8**). In addition to any 9-1-1 Service Fee, we may charge you for providing emergency call routing, we are required to remit mandatory 9-1-1 Fees in accordance with applicable law to some provincial or territorial governments for their provision of emergency services ("**Government 9-1-1 Fees**"). You agree to pay any applicable mandatory Government 9-1-1 Fees. Visit pcmobil.ca/prepaidfaq for details. See **Section 8** for limitations that apply to our emergency call routing 9-1-1 Service.

Warranties and Limitation of Liability (Not Applicable to Customers in Quebec)

- 41. Are there any warranties on the Services?** To the extent permitted by applicable law, we make no warranties, representations, claims, guarantees or conditions of any nature, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to any Services and do not guarantee that communications are private or secure. We assume no liability for any claims, damages, losses or expenses arising out of or otherwise relating to **(i)** the unavailability of any Services (including any Service outage or disruption), even where such unavailability occurs after activation of the Services; and **(ii)** any changes to the Networks or geographical coverage areas.

- 42. Are there any warranties on Devices that I purchase from PC mobile?** PC mobile is not the manufacturer of your Device. Any Device purchased from PC mobile is subject to the manufacturer's warranty, which is valid typically for **1** year from the purchase date of your Device with your original receipt. Some Devices (including non-new Devices) may have a different warranty period. Please review the manufacturer's warranty provided with your Device or through the manufacturer's website to understand what protection it offers and the duration of the warranty. PC mobile extends the manufacturer's warranty by one additional year. To the extent permitted by applicable law and unless otherwise expressly provided for by PC mobile in writing or as set out below, PC mobile makes no warranties, representations, claims, guarantees or conditions of any nature, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to Devices that you purchase, or otherwise acquire title to and ownership of, from PC mobile. Implied warranties as to the quality or fitness for a particular purpose may cover your Device if you advised PC mobile of the particular purpose for which you will require the Device, if you were not able to inspect the Device for defects or if the warranty is an industry practice. For Devices covered by the manufacturer's warranty or PC mobile's extended warranty, please contact PC mobile's Customer service center. Please visit pcmobile.ca/prepaidwarranty for additional information about warranties. If your Device is not covered by a manufacturer's warranty or PC mobile's extended warranty, PC mobile may, but is not required to, arrange with the manufacturer on your behalf to repair an out-of-warranty Device and may charge you Fees plus applicable taxes for such repair Services, which you will be advised of before being charged.
- 43. How do PC mobile and Bell limit their liability? To the extent permitted by applicable law, PC mobile's and Bell's liability for negligence, breach of contract, tort or other causes of action, including fundamental breach, is limited to payment, upon request, for actual and direct damages of a maximum amount of the greater of \$20 or an amount equal to the Charges payable by you during any Service outage. Other than the above-mentioned payment and to the extent permitted by applicable law, PC mobile and Bell are not responsible to anyone for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages.**
- 44. Are there any circumstances when PC mobile and Bell have no liability at all?** In addition to the circumstances described elsewhere in this Agreement where we have already stated we are not responsible for any claims, losses or damages or expenses, to the extent permitted by applicable law, we are not responsible for any claims, losses, damages or expenses relating to the distribution of content (including the Applications) by you or third parties. More generally, to the extent permitted by applicable law, we are not responsible for failing to meet obligations due to causes beyond our reasonable control, including **(a)** work stoppage, labour disputes and strikes; **(b)** pandemics, war, terrorism, and civil insurrection; **(c)** any law, order, regulation or direction of any government; **(d)** failure of the public power grid; **(e)** unlawful acts; **(f)** your failure to act in accordance with this Agreement; **(g)** the act or omission of a telecommunications carrier whose network is used in establishing connection to a point which Bell doesn't directly serve; or **(h)** acts of nature and all other *force majeure* events.

Changes to Your Agreement

- 45. Can we make changes to this Agreement?** Yes. By giving you at least **30** (but no more than **90**) calendar days' prior notice to the date of the change, we may change: **(a)** your Services and associated Charges; and **(b)** Fees. Such changes may include the modification or termination of a Service. We may only change other Services and their associated Charges in accordance with applicable law. We will give you notice in writing, using a reasonable method to bring it to your attention, such as on pcmobile.ca, by email or by text message. This notice will clearly identify the change and provide the effective date. Also, as required by law, this notice will set out the new term, or amended term and the term as it read before. By taking no action, you accept the change.
- 46. What if I want to refuse a change to this Agreement?** If you want to refuse the change, your remedy is to cancel the impacted Service or the Agreement (see **Section 48**). For Customers in Quebec, and Newfoundland and Labrador, if the change increases your obligations or reduces ours, you may cancel without penalty by notifying PC mobile up to **30** days after the date of the change. Subject to our right to make these changes, no other statements (written or verbal) will change this Agreement.
- 47. Can I make changes to these Terms of Service?** You may not make any changes to these Terms of Service. However, depending on the Services you subscribe to and your Rate Plan details, you may be able to add or remove certain Services, subject to **Section 18**. You will need to check your Service details to see if additional Fees or Charges may apply.

Ending Your Agreement

- 48. How do I cancel my Services?** We'll be sorry to see you go, but if you need to, contact PC mobile to cancel some or all of your Services. Cancellation is effective the date PC mobile receives your cancellation notice (or the date you request the cancellation to take effect). Otherwise, you can stop Topping Up and your account will be deactivated as set out in **Section 49**. SIM Cards will be deactivated and may not be reactivated. If you are enrolled in an automatic Top-Up program, please contact PC mobile to cancel the automatic Top-Up.

- 49. Are there circumstances when we may suspend or disconnect your Services?** Yes. To the extent permitted by applicable law, we can cancel any Service or this Agreement upon a minimum of **30** days (**60** days' in Quebec, and Newfoundland and Labrador), prior written notice to you, including where we cease to offer a Service to which you subscribe. Additionally, we can, without notice and for cause, suspend, cancel or refuse to provide Services to you (including blocking numbers or area codes), or disable your Device. Cause includes: **(a)** We would have to incur unanticipated, unaccounted for, unusual or unreasonable expenses to provide any Service or third party service (such as certain conference services or service to high-cost areas); **(b)** we have a reasonable suspicion that fraudulent or other illegal activity has occurred or is likely to occur; **(c)** if your account remains at **\$0** for **90** calendar days (or other applicable period) (note: you will also lose your mobile number and other identifiers); **(d)** your failure to comply with any part of the Agreement, including the Responsible Use Policy; or **(e)** your use of Services is not consistent with your ordinary usage patterns.
- 50. What happens if my Services are suspended or disconnected?** We are not responsible for notifying any third-party providers of services, merchandise or information of the suspension or cancellation of the Services or this Agreement.
- 51. Does any part of this Agreement continue after termination of my Services?** Yes. Rights and obligations which by their nature continue beyond termination will continue to survive and remain in effect after the applicable Bell Service or Agreement has been cancelled. This includes, but is not limited to, the following sections: **Sections 3-5** (Your Information and Communication Preferences), **Sections 35-40** (Charges and Payment), **Sections 41-44** and **52-55** (Warranties and Limitation of Liability), this **Section 51** and the "Our Agreement" page.

Warranties and Limitation of Liability (Applicable to Customers in Quebec)

- 52. Are there any warranties on the Services?** We make no warranties, representations, claims, guarantees or conditions of any nature, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to any Services and do not guarantee that communications are private or secure.
- 53. Are there any warranties on Devices that I purchase from PC mobile?** PC mobile is not the manufacturer of your Device. Any Device purchased from PC mobile is subject to the manufacturer's warranty, which is valid typically for one year from the purchase date of your Device with your original receipt. Some Devices (including non-new Devices) may have a different warranty period. Please review the manufacturer's warranty provided with your Device or through the manufacturer's website to understand what protection it offers and the duration of the warranty. PC mobile extends the manufacturer's warranty by one additional year. Unless otherwise expressly provided for by PC mobile in writing, PC mobile makes no warranties, representations, claims, guarantees or conditions of any nature, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to Devices that you purchase, or otherwise acquire title to and ownership of, from PC mobile. For Devices covered by the manufacturer's warranty or PC mobile's extend warranty, please contact PC mobile's Customer service center. Please visit pcmobile.ca/prepaidwarranty for additional information about warranties. If your Device is not covered by a manufacturer's warranty or PC mobile's extended warranty, PC mobile may, but is not required to, arrange with the manufacturer on your behalf to repair an out-of-warranty Device and may charge you Fees plus applicable taxes for such repair Services, which you will be advised of before being charged.
- 54. How do PC mobile and Bell limit their liability? PC mobile's and Bell's liability for damages is limited to payment, upon request, of a maximum amount of the greater of \$20 or an amount equal to the Charges for Services payable by you during any Service outage.**
- 55. Are there any circumstances when PC mobile and Bell have no liability at all?** Neither PC mobile nor Bell is responsible for failing to meet obligations due to causes beyond its reasonable control, including **(a)** any law, order, regulation or direction of any government; **(b)** work stoppage, labour disputes and strikes; **(c)** failure of the public power grid; **(d)** unlawful acts; **(e)** your act or your failure to act in accordance with this Agreement; **(f)** the act or omission of a third party, including a telecommunications carrier whose network is used in establishing connection to a point which Bell doesn't directly serve; or **(g)** acts of nature and all other force majeure events. In addition, we are not responsible for circumstances described elsewhere in this Agreement where we have already stated we are not responsible.

General

- 56. What if parts of this Agreement become unenforceable?** If any part of this Agreement becomes outdated, prohibited or unenforceable, the remaining parts will continue to apply to you and us. Remember that even if we do not enforce any part of this Agreement for any period of time, that part still remains valid and we can enforce it in the future.

- 57. What laws apply to this Agreement?** Because Bell is federally regulated, this Agreement is governed by the federal laws and regulations of Canada, including the Canadian Radio-television and Telecommunications Commission's Wireless Code of Conduct which sets out the basic rights of all wireless customers and can be found at crtc.gc.ca, and any provincial laws (or portions thereof) which may apply to Bell in the province in which your Service is provided.
- 58. What if I have a complaint that PC mobile hasn't been able to resolve?** If you have a complaint that PC mobile's Customer service department (contact information listed below) has been unable to resolve to your satisfaction, you can contact the Commissioner for Complaints for Telecom-television Services (CCTS): P.O. Box 81088 Ottawa, Ontario, K1P 1B1. Toll-free: **1 888 221-1687**. TTY: **1 877 782-2384**. Fax: **1 877 782-2924**. Email: response@ccts-cprst.ca. CCTS website information is at: ccts-cprst.ca.
- 59. Can this Agreement be transferred?** We may transfer or assign all or part of this Agreement (including any rights in accounts receivable) at any time. You may not transfer or assign this Agreement, your account or the Service (including any unused feature allowance) without our prior written consent.
- 60. What if I prefer this Agreement to be in French?** You are receiving this Agreement in English because you requested a copy in English. Vous avez demandé que cette entente ainsi que tous les documents en faisant partie soient rédigés dans la langue anglaise mais si vous souhaitez que votre entente soit en français, veuillez communiquer avec nous, aux coordonnées indiquées à la fin de ce document.

Contact Information

We're here to help. If you have any questions about your Service or your Agreement, we'd be happy to help. Contact us anytime online at pcmobiletalktous@loblaw.ca. Or call #7266 at no charge from your Device, or **1 877 284-6361** toll free, Monday to Friday from 8:30 a.m. to 9 p.m., Saturday from 9 a.m. to 6 p.m. or Sunday from 11:30 a.m. to 5 p.m. in your province/territory of residence. Our mailing address is: PC mobile, Attention: PC mobile Admin Support Team, 200 Bouchard, 2nd Floor, Dorval, QC, H9S 5X5.

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SCHEDULE A: RESPONSIBLE USE OF SERVICES

Does Bell enforce any rules regarding my use of Services, the Networks or my Device? Yes. Bell encourages all of its Customers to use the Services responsibly. Abuse or misuse of Services, the Networks, or Devices impacts all Customers and is something Bell takes very seriously – **and which could result in the termination of your Agreement, or lead to criminal or civil charges.** Bell may immediately suspend, restrict, change or cancel all or part of your Services and modify or deactivate your Device without notice or take other necessary protective measures if Bell has reasonable grounds to believe there is a breach of any of these provisions. For example, you are strictly prohibited from:

- (a) using, enabling, facilitating, or permitting the use of any Services or your Device for an illegal purpose, criminal or civil offence, intellectual property infringement, harassment (including cyberbullying, cybercrime, disruptive, intimidating, annoying or offensive calls/transmissions), or in a manner that would breach any law, regulation or the policies of any Internet host;
- (b) installing, using or permitting the use of any Services without reading and accepting (or in contravention of) the terms of any separate license agreement or terms of use for the use of software, content (including PC mobile content) and/or documentation (as applicable) in connection with the Services;
- (c) enabling, facilitating or permitting the transmission of unsolicited messages such as spamming or phishing. Bell may (i) filter any message determined by Bell to be spam from your in-box to an anti-spam folder and delete this message; and (ii) set a limit on the number of messages a Customer may send or receive through email;
- (d) uploading or downloading, making available, transmitting, posting, publishing, disseminating, receiving, retrieving, storing, linking to or otherwise reproducing, offering, distributing, enabling or providing access to information, software, content, files or other material which: (i) is confidential or protected by copyright or other intellectual property rights without prior authorization of the rights holder(s); (ii) is defamatory, discriminatory, violent, obscene, child pornography or hate propaganda; (iii) constitutes invasion of privacy, impersonation, forging, appropriation of identity or unauthorized linking or framing; or (iv) is designed to assist users in defeating technological protection measures (like geoblocks), registration and any other anti-theft mechanisms or in the fraudulent use of telecommunications or broadcasting services;
- (e) using or purchasing any Service for the purpose of reselling, remarketing, transferring without Bell's consent or receiving any fee or other benefit for the use of any Service. If you engage in any of these activities, you will pay in full all charges billed to you at the lesser of **\$30** per megabyte plus applicable taxes or such other amount which Bell reasonably estimates as its liquidated damages. This fee is not a penalty. Your payment of these charges does not affect Bell's right to claim any additional amounts from you, including through court proceedings, that may reflect Bell's other losses as a result of your engaging in any of the prohibited activities described above;
- (f) attempting to receive any Service without paying the applicable Charges or Fees, modifying or disassembling your Device (including the alteration, copying, reproduction of or tampering with electronic serial numbers, IMEI or other identification, signaling or transmission functions or components of your Device), changing any identifier issued by Bell or a Bell company, attempting to bypass the Network, or rearranging, disconnecting, removing, repairing or otherwise interfering with the Services, Bell equipment or Bell's facilities;
- (g) excessive use of the Services. Bell considers that data usage in excess of **25** GB per billing cycle is disproportionate and excessive for network management purposes. Customers whose wireless usage exceeds this threshold may, in Bell's sole discretion, have their Services suspended, disconnected, changed or restricted, including having data speeds reduced to as low as **16** kbps;
- (h) adapting, reproducing, translating, modifying, decompiling, disassembling, reverse engineering or otherwise interfering with any software, applications or programs used in connection with the Services (whether owned by or used under licence to Bell) for any purpose including "testing" or research purposes; or modifying, altering, or defacing any of the trade-marks, or other intellectual property made available through the Services or using any indemnity or intellectual property except for the express purpose for which such intellectual property is made available to you through the Services;
- (i) posting or transmitting any content, data or software containing a virus, "cancelbot", "Trojan horse", "worm" or other harmful or disruptive component or committing any act which may compromise the security of your Internet host in any way (including analyzing or penetrating a host's security mechanisms); and
- (j) using harassing or abusive language or actions, whether verbal, written or otherwise, directed at Bell employees, suppliers, agents and representatives.



Our Companies¹ are committed to maintaining the privacy, accuracy and security of your Personal Information. Under Bell's Privacy Policy, "**Personal Information**" is information about you as an identifiable individual that is protected by law. This Commitment to Privacy is a summary of our Privacy Policy and highlights important points that may be of interest to you.

- 1. What information does our Privacy Policy apply to?** All Personal Information that we collect, use or disclose about our individual customers and authorized users is covered by our Privacy Policy. This may include information such as your name, mailing address, email address, phone number, credit information, and billing or service records. There are some exceptions created by applicable law to what might ordinarily be considered Personal Information.
- 2. When do the Companies collect personal information?** We collect information during the inquiry, activation or purchase process for a product or a service, when we provide service to you (including technical support or during the warranty/repair claims and service process), automatically when you use our products or services or visit our websites, call into a call centre and via security cameras when you shop in one of our corporate retail locations and also from third-parties, such as credit reporting agencies or other third-parties with whom you have had a payment relationship.
- 3. How do the Companies use my Personal Information?** We collect information to:
 - establish and maintain responsible commercial relations with you and to provide ongoing service;
 - try to understand the needs and preferences of our customers, and determine your eligibility for products and services;
 - recommend products and services to meet your needs;
 - develop, enhance, market or provide products and services;
 - manage and develop our business and operations; or
 - meet our legal and regulatory requirements.
- 4. When is my Personal Information disclosed?** Your Personal Information may be shared among the Companies and brands, including Virgin Mobile Canada and The Source. We may disclose your Personal Information in a variety of circumstances and for the purposes set out within our Privacy Policy, such as when we have your express or implied consent. Where necessary, we will request your further consent before disclosing your Personal Information for any new purpose(s).
- 5. How is my Personal Information protected?** We use appropriate technical and operational security safeguards which vary depending on the sensitivity of the Personal Information in question. All of our employees with access to Personal Information are required to respect the confidentiality of Personal Information. Personal Information we disclose to third-parties is governed by our Privacy Policy through comparable protections in our commercial agreements and is also protected by additional safeguards, if required, depending on the sensitivity of the Personal Information involved.
- 6. Can I opt-out of the collection, use or disclosure of my Personal Information by the Companies?** Sometimes. You can opt-out of your Personal Information being used for a variety of marketing communications by us, including telemarketing or addressed marketing mail, or commercial electronic messages like emails and SMS messages. But where your Personal Information is reasonably necessary to provide you with the services you requested or the operation of our network, you cannot continue to use the services and opt-out of the collection, use and disclosure of your Personal Information because it is a condition of services. In these circumstances, you must terminate your services to stop the collection, use and disclosure of your personal information.
- 7. Where can I find a copy of the Privacy Policy?** You can get a copy of our Privacy Policy online at: bell.ca/privacy or by contacting the Bell Privacy Office using the contact information provided below. Please also visit our privacy pages at bell.ca/privacy for additional information.
- 8. Questions or concerns about our privacy practices?** If you still have unresolved privacy concerns you can contact us at the number shown on your bill. If a service representative cannot address your concerns to your satisfaction, contact the Bell Privacy Office at:

160 Elgin St., Ottawa ON K2P 2C4 or by email at privacy@bell.ca.

¹ In this Commitment to Privacy, the words "we", "us", "our" and "Companies" refers to the Bell family of companies and brands as they exist over time, including: AAA Security, Bell Aliant, Bell Canada, Bell ExpressVu LP (Bell Satellite TV), Bell Media, Bell Mobility, Bell MTS, Cablevision du Nord, DMTS, KMTS, NorthernTel, Ontera, Solo Mobile and Télébec.

**MOBILE**

NICE CALL.™

THE PC MOBILE COMMITMENT TO PRIVACY

At Loblaw Companies Limited, we respect your privacy and take great care in protecting your personal information. To continue to earn your trust, we want to keep you up-to-date on your rights as our Customer and on how PC mobile, Loblaw Companies Limited and its subsidiaries in Canada (collectively referred to in this PC Mobile Commitment to Privacy as “**Loblaw**”, “**we**”, “**us**” or “**our**”) use and safeguard your Personal Information.

- 1. What is Loblaw's Privacy Policy and where can I find it?** You can get a copy of Loblaw's Privacy Policy online at: pcmobil.ca/privacy and clicking on “prepaid” or by contacting the Loblaw Privacy Office at the address provided below.
- 2. Who and what does the Loblaw Privacy Policy apply to?** The Loblaw Privacy Policy applies to your PC® mobile products and services so that we can provide you with tools and services to manage your PC mobile account, communicate with you about account-related items on a timely basis, provide news and offers from PC mobile and its partners, and seek your views on PC mobile's products and services.

The Loblaw Privacy Policy applies to your Personal Information. Personal information can include:

- Your name, address and phone number(s).
- Your service usage such as wireless call records or long distance usage.
- Account information such as the status of your account or your method of payment.

3. Why does Loblaw collect personal information?

We collect information to:

- Establish and maintain a commercial relationship with you and provide ongoing service.
- Understand your needs and preferences by maintaining a record of the products and services you receive from us.
- Develop, enhance, market or provide products and services.
- Manage and develop our business and operations.
- Meet legal and regulatory requirements.

We will transfer your information to Loblaws Inc. and its affiliates so they can:

- Provide you with advertising and promotional material associated with your PC mobile services and with Loblaw's other products and services.
- Analyze such information to gain a better understanding of your needs and preferences in order to develop and enhance the PC mobile services.

Your personal information will not be used for any other purpose without your consent.

- 4. Questions or concerns about your privacy?** We'd be happy to discuss any questions or concerns you may have about your privacy. To reach us, please call 1 877 284-6361 or send an email to privacy.pcmobile@mobility.com.

If you still have unresolved privacy concerns, you can write to the Loblaw Privacy Office at:

1 President's Choice Circle,
Brampton, ON L6Y 5S5
Phone: 1 855 416-1244