

## HuronTel Mobility Terms of Service

The agreement between you (“**Customer**” or “**you**”) and Huron Telecommunications Cooperative Inc. (“**HuronTel**” or “**we**”) includes the following documents, as they may apply to you:

- a summary setting out critical information about what you are signing up for (“**Critical Information Summary**”);
- an agreement page confirming your acceptance of your agreement with us (“**Our Agreement Page**”);
- the actual terms of service spelling out your, and our, obligations (including the schedules attached) (“**Terms of Service**” and “**Schedules**”); and
- if you are a Customer who makes monthly payments on your Device (defined below) (“**Device Payment Customer**”), a disclosure statement for the payment terms for your Device (“**Disclosure Statement**”)

(together, the “**Agreement**”).

You should review the entire Agreement. All of the parts are important and together create a legal contract about the Services (defined below) and the Device that applies to you once you have accepted it. HuronTel relies 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. If you are a small business, then you and the individual subscriber to the Services and the Device are jointly responsible for all obligations in this Agreement, both individually and together. 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 HuronTel’s contact information.

### **What is covered by this Agreement?**

1. This Agreement is for “**HuronTel Services**” or “**Services**” (as they will be called in this Agreement), whether prepaid (“**Prepaid**”) or postpaid (“**Postpaid**”), which include any wireless telecommunications services provided by or through HuronTel 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 services, and account administration (for example, account changes and customer support). This Agreement also applies to any wireless device (“**Device**”) to be used with the Only HuronTel issued subscriber identity module cards (“**SIM Cards**”), which are required to connect your Device to HuronTel networks, can be activated on HuronTel networks.

### **How do I accept this Agreement?**

2. You sign the Our Agreement Page.

### **Your Information and Communication Preferences**

### **3. How does HuronTel protect my personal information?**

HuronTel’s commitment to privacy protection is found at the end of these Terms. HuronTel’s Privacy Policies available at <https://hurontel.on.ca/privacypolicy.php>

#### **4. Does HuronTel collect, use or disclose my credit information?**

If you are a Postpaid Customer, then by accepting this Agreement you consent to our conducting credit checks on you, and our use and collection of your credit and payment history, credit reporting agencies or other credit grantors to assess your creditworthiness, update your information, activate your ordered services, or assist in collection efforts. You also consent to our disclosure of your credit and payment history to credit reporting agencies and credit grantors to assist with assessing your creditworthiness, and to collection agencies to assist with the collection of monies owed, all from time to time. Prepaid Services are available without a credit check.

#### **5. How can I be sure that HuronTel has accurate contact information for my account?**

You are responsible for keeping the contact and payment information you provide to HuronTel for yourself and any subscribers on your account (including name, mailing address, email address, telephone number, credit card or bank account information). Call us to confirm that the information we have on file is correct. If you do not provide an accurate forwarding address, you may forfeit any outstanding credits or deposits on your account.

**6. How does HuronTel market products and services to me?** At HuronTel, we use a number of ways to keep our customers informed about the products and services we provide. 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 sending you commercial electronic messages or calling you.

#### **Availability of Your Service and 9-1-1 Limitations**

##### **7. Where are the Services available?**

HuronTel and its roaming partners provide Service coverage for almost all of the populated areas in Canada and access to extensive international roaming coverage. HuronTel and our roaming partners may, from time to time and without notice, change networks or geographical coverage areas (both in and out of Canada).

##### **8. What speed can I expect from the Services?**

As fast as our technology, and your Device and selected Services, allow. HuronTel doesn't guarantee the Services will achieve peak speeds (even if you pay extra to get higher peak speeds). HuronTel may deliver your Services from its different networks (including mobile networks and Wi-Fi networks) in order to facilitate optimal network performance for the quality of Service you have selected. If you violate HuronTel's Responsible Use of HuronTel Services policy ("**Responsible Use Policy**") in Schedule B, then HuronTel may, among other things, reduce your speed for network management purposes or terminate your Services. Please review the Responsible Use Policy for greater detail.

##### **9. Is 9-1-1 always available?**

HuronTel 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 14**): certain Devices like tablets, modems and turbo sticks/hubs or Devices equipped with data-

only Rate 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 10** sets out additional reasons that 9-1-1 Service may not work on all Devices. While HuronTel 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. **To the extent permitted by applicable law, HuronTel is not responsible for any inability to access 9-1-1 Service.**

#### **10. Will all HuronTel Services work with all Devices?**

No. HuronTel does not guarantee the Services, including 9-1-1 Service, will work on all Devices, especially if the Device was not purchased directly from HuronTel or if it was modified in a way which HuronTel 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 HuronTel SIM Card may not be compatible with all Devices. 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.

#### **11. What happens if my Device becomes outdated?**

HuronTel may change the minimum technology requirements for the HuronTel 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 HuronTel Services.

#### **13. Does HuronTel issue credits for Service outages?**

Any credit or refund for Service unavailability is entirely at HuronTel's discretion.

### **Managing Your Account**

#### **13. What is the term of my Agreement?**

Your Agreement with HuronTel has no set term, unless you enter into an Agreement with a set term ("**Commitment Period**"). At the end of your Commitment Period, it continues as is on a month by month basis at your current rates, unless you cancel your Agreement, as provided in **Section 58**, the Rate Plan you subscribe to is no longer available or you select a new Rate. If you agree to a Commitment Period of **12** months or longer, HuronTel will notify you via your monthly invoice **90** calendar days prior to the expiry of your Commitment Period. Cancelling your Agreement may result in a Cancellation Fee (as defined and set out in **Section 59**).

#### **14. What is the difference between a Rate Plan, a Data Feature, an Add-on, and Pay-Per-Use Services?**

HuronTel provides you with a variety of subscription options when ordering HuronTel Services. You can subscribe to pre-defined Services (your "**Rate Plan**"), add features (not within the Rate Plan) that interest you (in the case of data Service, a "**Data Feature**" and otherwise 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, Add-on or Data Feature is additional usage (“**Additional Usage**”) and will be charged in accordance with **Section 15**. Remember that you are responsible for choosing the combination of Services that is most appropriate to your needs.

**15. What happens if I exceed the usage limits of my Rate Plan, Add-on or Data Feature?**

You will pay extra for Additional Usage will be charged to you at the Pay-Per-Use rate, unless your Rate Plan, or selected Add-ons or Data Feature specify a different rate, which may change over time in accordance with **Section 55**.

**16. Will I have to pay anything in addition to the Charges described above?**

There may indeed be cases where additional fees (“**Fees** ”) apply, for example, if a customer service representative completes a transaction you requested. Fees are usually charged separately from your Rate Plan and may change from time to time in accordance with **Section 55**. Device Payment Customers must also pay the monthly Device payment shown on your Critical Information Summary (“**Monthly Device Payment**”) in accordance with the terms of your Disclosure Statement. “Charges” (as defined in **Section 14**) includes Monthly Device Payments for Device Payment Customers. Certain third party app providers may charge you a fee for subscribing to their app and you are responsible for these fees.

**17. How do I manage my account and Charges?**

You can review your account and your voice, text and data usage through the Bell Self serve App. You can update account information, add Add-ons to your account, view and change your Rate Plan and Data Feature details, manage which subscriber(s) on your account is authorized to unblock data and accept additional data charges for your account (each such subscriber, an “**authorized user**”), edit your notification preferences for data blocks, and monitor and manage your monthly activity to ensure your usage remains within your Rate Plan, Add-on or Data Feature limits through your Self serve profile.

**18. How does HuronTel calculate my usage Charges?** It depends on the Service being used.

a. **Voice:** Both local and long distance calls are rounded up to the nearest minute. 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 HuronTel’s 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. Calls to special numbers 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:** HuronTel counts your incoming and outgoing text 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 HuronTel’s 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 counted 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. Texts to special numbers

(excluding those operated by and on behalf of HuronTel), including those beginning with a “#” or a “\*” or short codes (billed per text) 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. Applicable data charges apply from the moment a data transmission starts and are measured by the data sent and received by HuronTel’s networks in connection with such transmission, whether or not the data request is successfully completed. This means that any of your account 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, Add-ons or Data Features 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. HuronTel will temporarily block data usage on your account once it reaches **\$50** in Additional Usage Charges for domestic data per billing cycle. At such time, all subscribers on your account who have reached **100%** of their Data Feature will be blocked. If you or any authorized user(s) on your account wish to unblock data on your account, then you (or they) may expressly consent to continued Additional Usage Charges. If you (or they) do not consent, then data Services will be blocked on the account until the start of the next billing cycle. You will also receive notice if your access to data Services is restricted or suspended due to a credit limit or past due amounts as set out in **Section 61**. It is your responsibility to update the authorized users on your account to unblock data. By default everyone can.

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. Roaming can occur in Canada or internationally. Depending on your Rate Plan, international roaming rates may be significantly higher. Your Device may not be able to roam internationally unless you ask HuronTel to enable this function and HuronTel agrees to do so. Certain Rate Plans do not include international roaming and some Devices are unable to roam internationally. If you enable this function and enter an international roaming area, you will be advised that you are roaming internationally and be provided with details on your roaming rate Charges. HuronTel will temporarily block data roaming usage on your account once it reaches **\$100** in Additional Usage Charges for international data roaming per billing cycle. If you or any authorized user(s) on your account wish to continue using data roaming, then you (and they) will be given the opportunity to purchase a travel pass. If you (or they) do not purchase a travel pass, then data roaming Services will be blocked on the account until the start of the next billing cycle. You will also receive notice if your access to data roaming Services is restricted or suspended due to a credit limit or past due amounts as set out in **Section 61**.

Rounding practices for U.S. and international voice and data roaming may vary depending on how the wireless service provider permitting you to access their network calculates usage.

#### **19. Can I change my Rate Plan after I agree to a Commitment Period?**

Yes, however HuronTel may restrict Rate Plan changes, or require that you pay a Cancellation Fee (as described in **Section 59**).

#### **20. What if I move during my Commitment Period?**

Certain Rate Plans are only available if you move to a different location than the one indicated on your account and wish to continue your HuronTel Services, you may need to change your Rate Plan (see **Section 19**) and/or your mobile number.

### **21. Can I share my Rate Plan or my Data Feature?**

Yes, but only certain Rate Plans and Data Features can be shared with other subscribers on your account (check the Rate Plan or Data Feature details). If you share a Rate Plan or Data Feature with others (“**Share Plan**”), your Services are pooled and made available on a first-come, first-served basis each monthly billing cycle among the subscribers on the account. In other words, you might not receive the full allowance of Services in your Rate Plan or Data Feature in any monthly billing cycle if the included allowance is used up by other subscribers first. Some Services in a Share Plan cannot be shared, and some Services cannot be blocked from other subscribers. A Share Plan requires at least two Devices on two separate plans designated as sharable.

### **22. Does my Rate Plan include a system access fee and/or \$0.75 9-1-1 Service Fee?**

System access fees (“**SAF**”) and 9-1-1 Service Fees apply only to certain Rate Plans and are charged as part of the consideration for HuronTel providing Services to Unlike the Government 9-1-1 Fees described in **Section 48**, they are not required by nor collected for any government. If you wish (and subject to **Section 19**), you may select one of HuronTel’s current Rate Plans that do not charge SAF or 9-1-1 Service Fees.

### **23. Do I own the mobile number that HuronTel assigns me?**

No. You do not own or acquire any right in any assigned mobile number or identifier for HuronTel Services (e.g. IP address, email address, web space URL, host name, Internet fax). HuronTel 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.

### **24. Can I keep my mobile number?**

a. **Transfers to HuronTel.** HuronTel will ask your existing service provider to “transfer-in” or “port-in” your existing number if you: confirm **(i)** that you have the right to make the request; **(ii)** authorize HuronTel 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 HuronTel.** If you or your new service provider ask us to, and your assigned account and mobile number are active, HuronTel 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 HuronTel, including any applicable Cancellation Fee and unpaid account balances. Prepaid funds are non-refundable. Please refer to **Section 58** to understand how to end your Agreement.

HuronTel is 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.

#### **25. 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 HuronTel Services and your Device by yourself and any other users (including subscribers on your account whether or not they are “authorized users” (as defined in **Section 17**)). 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 pictures, and text, email and voicemail messages. HuronTel may also require that you take proactive measures to protect your Device (for example, updating software). HuronTel may delete your data and reset your Device to factory settings in certain circumstances. If you have concerns about unauthorized persons ordering HuronTel 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 (including authorized users) up-to-date.

#### **26. How does HuronTel help to ensure responsible use of HuronTel Services?**

You are responsible for using the HuronTel Services in a legal and sensible manner. HuronTel monitors usage on our networks to maintain the continuous, efficient operation of the HuronTel Services and, where necessary, enforces the rules contained in the Responsible Use Policy. You must comply with the Responsible Use Policy and all applicable laws when using the HuronTel Services, including your safe use of Devices and **HuronTel reminds 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). HuronTel may, but is not required to, monitor (electronically or otherwise) or investigate your use of HuronTel Services and networks, including Device location, network consumption (and how it affects operation and efficiency of the network and HuronTel Services), use of HuronTel Content (as defined in **Section 29**) or your content. HuronTel 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 HuronTel Services and to protect itself or others and ensure Services are not being used contrary to the Responsible Use Policy.

### **Content**

#### **27. Am I responsible for content that I create or engage with when using the HuronTel 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 HuronTel Services, including data, documents, videos, music, photos, etc. HuronTel is not responsible for the unauthorized use or distribution of this content (including third-party content).

#### **28. How does HuronTel manage my content?**

Only as required to provide the HuronTel Services. HuronTel may use, copy, adapt, transmit, display, publish and perform, distribute and create compilations and derivative works from your content. You acknowledge that HuronTel 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 HuronTel), or if the applicable Service is modified or terminated, HuronTel may delete it without notice to you.

**29. Does HuronTel provide its own content?**

HuronTel may provide its own content as part of certain HuronTel Services, including programming packages and subscriptions, pay-per-view, on-demand and interactive services, applications, a la carte programming and any other related Services that HuronTel provides to you (“**HuronTel Content**”).

**30. Is the HuronTel Content I subscribe to always available?**

No. All HuronTel Content is provided on a “subject to availability” basis, may change in our discretion and may only be used by you in accordance with our Responsible Use Policy. HuronTel will not refund Charges or credit you for any interruptions (including blackout periods) in your enjoyment of HuronTel Content or any other content.

**31. Can I redistribute the HuronTel Content I subscribe to?**

No. HuronTel Content may not be redistributed, rebroadcast, transmitted or performed in any form, and no admission may be charged or any other consideration received by or for your benefit from any third party in return for allowing such third party to listen to or view any HuronTel Content provided by or through HuronTel.

**Your Device**

**32. What happens if I want to upgrade my Device?**

You will be required to enter into a new Agreement with HuronTel at the time of the Device upgrade. Early upgrade Fees may apply. Special upgrade offers are made available in HuronTel’s sole discretion, and may be withdrawn at any time. You may change your Device any time you like by paying full price for your new Device and any applicable Cancellation Fee in respect of your existing Agreement.

**33. What happens to my content if I upgrade, trade in 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. 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 HuronTel performing the transfer of content.

**34. Does HuronTel install, modify or remove software on my Device?**

When you accept this Agreement, you agree to HuronTel installing, modifying or removing HuronTel or other software on your Device (which may include 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.

**35. What is HuronTel’s return policy?**

It depends on whether we are providing you with Postpaid or Prepaid Services.

a. **Postpaid:** If you purchase a Device from HuronTel which does not meet your needs, you may return your Device (up to **2** Devices per subscriber on your account) if the Device is: **(a)** returned within **15** calendar days of the start date; **(b)** in “like new” condition with the original packaging, manuals and accessories; and **(c)** returned with original receipt to the store of purchase or to the address specified for returns if you purchased online or by phone. You are responsible for all Charges incurred prior to your return of the Device. HuronTel will not accept Devices with excessive usage in violation of our Responsible Use Policy. 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.

b. **Prepaid:** If you purchase a Device from HuronTel which does not meet your needs, you may return your Device (up to **2** Devices per subscriber on your account) if the Device: **(a)** is returned within **15** calendar days of the start date; **(b)** is in “like new” condition with the original packaging, manuals and accessories; **(c)** is returned with original receipt to the store of purchase or to the address specified for returns if you purchased online or by phone; and **(d)** has not exceeded **30** minutes of voice usage or **50** MB of data 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 and double the corresponding permitted usage set out above. Funds added to your account are non-refundable.

### **36. 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 HuronTel 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. What happens with your Charges or account balance depends on whether we are providing you with Postpaid or Prepaid Services:

a. **Postpaid:** You must pay **(i)** all Charges and Fees, plus applicable taxes, incurred up until such time as we receive your notice that the Device was lost or stolen; and **(ii)** either the minimum monthly Charge set out in your Critical Information Summary (if you continue this Agreement) or the applicable Cancellation Fee (if you cancel this Agreement).

b. **Prepaid:** 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 defined in **Section 41**) once you notify us that your Device was lost or stolen. However, the Active Period (as defined in **Section 41**) 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).

### **37. What happens if my Device doesn't work?**

Check your Device manual for troubleshooting tips that might help you solve the problem or contact the Device. See **Section 52 (Section 67 for Quebec Customers)** if your Device is covered by a manufacturer's

warranty and needs to be repaired. If you give your Device to HuronTel 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 HuronTel.

### **38. 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 you subscribe to HuronTel's Smart/Phone Care Plan, you will be provided with a loaner device (along with related accessories) ("**Loaner Device**") for free, if we have one available. If HuronTel is unable to provide you with a Loaner Device and you would otherwise have to pay a Cancellation Fee to avoid paying for Services during this time, then your Services will be suspended and you will not be charged for your Services while your Device is being repaired. Device Payment Customers will be charged the applicable Monthly Device Payment(s) during the repair period. If your Device is being repaired and it is not covered by the manufacturer's warranty, then you may be charged a Fee plus applicable taxes for the Loaner Device.

### **39. What do I do with my Loaner Device once my Device is repaired?**

Simply return it to the retail location specified by HuronTel before receiving your repaired Device, unless instructed otherwise by HuronTel. 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 HuronTel.

### **40. 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.

## **Billing and Payment**

### **41. How does HuronTel bill me?**

Your billing arrangement depends on whether we are providing you with Postpaid or Prepaid Services. You must pay all Charges, plus applicable Fees and taxes.

a. **Postpaid:** If we are providing you with Postpaid Services, you will be billed monthly in advance for monthly recurring Charges and in arrears for monthly Additional Usage. Your account will be assigned a bill date ("**Bill Date**"). On your first bill there will be Charges for any Services which were provided between your start date and Bill Date, so the total monthly Charges on your first bill may be different from the amount shown on your Critical Information Summary. Your bill will include Charges for your Rate Plan, your Add-ons, your Pay-Per-Use Services and your Monthly Device Payments (if you are a Device Payment Customer), Additional Usage Charges and any additional Fees, plus applicable taxes. Your bill is payable on receipt. Make sure you pay on time because all amounts owing which are not paid by you or received by HuronTel by your next Bill Date are overdue and you will be charged and must pay interest at the rate of **3% per month (42.586% per year)** ("**Late Payment Charges**") on all overdue amounts calculated and compounded monthly from the Bill Date.

b. **Prepaid:** If we are providing you with Prepaid 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.

#### **42. How can I pay HuronTel?**

It depends on whether we are providing you with Postpaid or Prepaid Services. HuronTel may also have specific payment method requirements.

a. **Postpaid:** Payment will be made by pre-authorized payment from your bank account or select credit cards (which may be required to obtain certain Services). If you provide a credit card or bank account to HuronTel for your monthly payments, you authorize HuronTel to charge your credit card or debit/charge your account for all outstanding Charges, additional Fees, applicable taxes and account balances due under this Agreement, including any applicable Late Payment Charges and Cancellation Fees. You confirm that the credit card or bank account from which you have authorized payment is in your name, is valid and has not expired.

b. **Prepaid:** You have a variety of options to Top Up your account balance. You can participate in an automatic Top Up program with a pre-authorized credit card or bank account, or do one-time Top Ups with your assigned personal identification number.

#### **43. Will HuronTel ever require an immediate interim payment?**

If we notice usage inconsistent with your normal usage pattern, for example, HuronTel may require you to pay certain amounts owing on an immediate interim basis, and in advance of your next Bill Date. If this happens, you must pay these amounts on or before the required payment date to avoid suspension or termination of your HuronTel Services as set out in **Section 61**. If your account is subject to a credit limit, you must ensure your usage Charges and Fees (both billed and unbilled) remain below your assigned credit limit to avoid suspension of your Services.

#### **44. How do I correct a payment error?**

To correct any payment made by you, including through electronic means (such as Internet or telephone banking or ATM machine), you must ask your financial institution to correct the error.

#### **46. What if I have a concern about a Charge or Fee?**

You have to contact us within **90** days of either the Bill Date (for Postpaid Services) or the date the Charges and Fees were incurred (for Prepaid Services) otherwise we assume you accepted them. Any Charges or Fees you are questioning will not be considered past due unless HuronTel has conducted an investigation and concluded that the Charges or Fees are correct and there is no basis for the dispute, or reasonably believes you are using the dispute to evade or delay payment. All undisputed portions of the applicable Charges and Fees and applicable taxes must be paid by the required payment date. Any undisputed and unpaid amount will be considered past due and you will be charged, and must pay, the applicable Late Payment Charge. If you are entitled to a credit from HuronTel, you confirm that you have made no separate claim for a refund for the same amount from a financial institution. HuronTel will apply any credits due to you from HuronTel against future Charges and Fees payable.

#### **47. How do discounts or promotions work?**

HuronTel will apply any discounts, incentives or promotions to your account while: **(a)** HuronTel maintains these discounts, incentives, or promotions; and **(b)** you meet the applicable eligibility requirements (including, maintaining your Service without interruption). HuronTel 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 appear on your bill and will not be applied retroactively. Before making changes to your HuronTel Services (including features or HuronTel Content (defined in **Section 29**), please review applicable restrictions and/or eligibility requirements, as certain changes may result in loss of, or changes to, discounts or promotions. Please note, promotional pricing will not apply to partial billing periods (this means, for example, if a HuronTel Service is cancelled in the middle of a billing period, you will not receive promotional pricing for that partial billing period).

#### **48. Why does HuronTel charge a government 9-1-1 Fee?**

HuronTel does not provide emergency services, but does provide a 9-1-1 Service to assist with emergency call routing (as described in **Section 9**). In addition to any 9-1-1 Service Fee HuronTel may charge you itself for providing emergency call routing, HuronTel is 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**").

#### **49. Does HuronTel require a security deposit?**

HuronTel will review a range of factors which include your credit rating, the number of devices/users on your account and/or your payment history with HuronTel (if any) in determining whether a security deposit is required. When a Credit Card is provided for Security Purposes it will be pre-authorized for a minimum \$200.00 per device prior to the activation(s). When a Credit Card is not available, a minimum \$200.00 Security Deposit will be required per device prior to activation(s). Deposits will earn simple interest based on a rate of 1% above the Bank of Canada's Target for the Overnight Rate in effect, calculated monthly on the last day of your monthly billing cycle, prorated for any partial month HuronTel holds the security deposit. When the HuronTel Services are cancelled or the conditions justifying the security deposit no longer apply (at the discretion of HuronTel), HuronTel will apply the security deposit and any earned interest against any outstanding amount owing, then refund you the balance of the deposit, if any, within 90 calendar days.

**50. What if I have another account with HuronTel that is in arrears?**

If your account with HuronTel is in arrears, HuronTel will require the outstanding balance to be paid in full prior to your cellular activation. HuronTel may also refuse to provide you with any HuronTel Services.

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

**52. Are there any warranties on Devices that I purchase from HuronTel?**

To the extent permitted by applicable law, HuronTel 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 any HuronTel Services and does not guarantee that communications are private or HuronTel assumes no liability for any claims, damages, losses or expenses arising out of or otherwise relating to **(i)** the unavailability of any HuronTel Services (including any Service outage or disruption), even where such unavailability occurs after activation of the HuronTel Services; and **(ii)** any changes to the networks or geographical coverage areas (both in and out of Canada).

**50. Are there any warranties on Devices that I purchase from HuronTel?**

HuronTel is not the manufacturer of your Device. Any Device purchased from HuronTel 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. To the extent permitted by applicable law and unless otherwise expressly provided for by HuronTel in writing or as set out below, HuronTel 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 HuronTel. Implied warranties as to the quality or fitness for a particular purpose may cover your Device if you advised HuronTel of the particular purpose for which you will require the Device, you were not able to inspect the Device for defects or if the warranty is an industry practice.

**53. How does HuronTel limit its liability?**

To the extent permitted by applicable law, HuronTel'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 for Services payable by you during any Service outage. Other than the above-mentioned payment and to the extent permitted by applicable law, HuronTel is not responsible to anyone for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages. This limitation of liability does not apply to damages resulting from physical injuries, death or physical damage to your property wholly caused by HuronTel's gross negligence.

**54. Are there any circumstances when HuronTel has no liability at all?**

In addition to the circumstances described elsewhere in this Agreement where HuronTel has already stated it is not responsible for any claims, losses, damages or expenses, to the extent permitted by

applicable law, HuronTel is not responsible for any claims, losses, damages or expenses relating to the distribution of content (including HuronTel Content) by you or third More generally, to the extent permitted by applicable law, HuronTel is not responsible for failing to meet obligations due to causes beyond its reasonable control, including **(a)** work stoppage, labour disputes and strikes (including those involving us and Our Companies); **(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 HuronTel doesn't directly serve; or **(h)** acts of nature and all other *force majeure* events.

## Changes to Your Agreement

### 55. Can HuronTel make changes to this Agreement?

Yes. By giving you at least **30**(but no more than **30**) calendar day's prior notice to the date of the change, HuronTel may change: **(a)** your Prepaid Services and associated Charges; **(b)** HuronTel Services which are provided to you without a set term (including Add-ons and Pay-Per-Use Services) and associated Charges; and **(c)** Fees, provided that prior to the end of your Commitment Period (if any), HuronTel will not change the Data Feature included on your account. Such changes may include the modification or termination of a Service. HuronTel may only change other HuronTel Services and their associated Charges in accordance with applicable law. HuronTel will give you notice using a reasonable method to bring it to your attention, such as by email, on your monthly invoice, or by calling. 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.

### 56. 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 HuronTel Service or the Agreement (see **Section 58**). Cancellation charges may apply if you are subject to a contract.

## Ending Your Agreement

### 58. How do I cancel my Services?

We'll be sorry to see you go, but if you need to, contact HuronTel to cancel some or all of your HuronTel Services. Cancellation is effective the date HuronTel receives your cancellation notice (or the date you request the cancellation to take effect) ("**Cancellation Date**") and you will be charged and must pay the applicable Charges, Fees and taxes up until the Cancellation Date. SIM Cards will be deactivated and may not be reactivated. If you have a Prepaid account you can stop topping up and your account will be deactivated as described in **Section 62** and if you are enrolled in an automatic Top Up program, please contact us to cancel the automatic Top Up.

### 59. Will I be charged a Cancellation Fee if I cancel my Services?

That depends. If you cancel a HuronTel Service that is subject to a Commitment Period prior to the end date, you must pay HuronTel a Cancellation Fee. The Cancellation Fee will be your remaining Device balance (or, for Device Payment Customers, the sum of your remaining Monthly Device Payments) at the time of cancellation, as determined in accordance with the "Early Cancellation Fee" section shown on your Critical Information Summary ("**Cancellation Fee**"), plus any applicable taxes. If you have no

remaining Device balance (or, for Device Payment Customers, remaining Monthly Device Payments) outstanding and your Agreement has no set term (or you have a Prepaid account), you will not be charged a Cancellation Fee. The Cancellation Fee is not a penalty.

**60. What if I have a credit balance on my final bill?**

For balances equal to or above **10** and under **500** on your final bill, HuronTel will mail a cheque to your preferred mailing address within **90** days of the date of that bill. For any other balance, you must contact HuronTel to request that we mail a cheque to your preferred mailing.

**61. Can HuronTel suspend or disconnect my Services for non-payment?**

HuronTel may suspend or disconnect any HuronTel Service or terminate this Agreement if: **(a)** you fail to pay an account that is past due, provided the amount owing exceeds **\$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 HuronTel; or **(c)** you have previously agreed to a deferred payment plan with HuronTel and you fail to comply with its terms. If HuronTel is about to suspend/disconnect your Service, you will be provided with a minimum of **14** calendar days notice prior to suspension/ disconnection, and that notice will let you know **(i)** the reason for the suspension/disconnection and amount owing; **(ii)** the scheduled suspension/disconnection date; **(iii)** information on the availability (or not) of deferred payment plans; **(iv)** the amount of the reconnection charge (if applicable); and **(v)** contact information for a HuronTel representative who can speak with you about the suspension/disconnection. HuronTel will attempt to notify you at least **24** hours in advance of your scheduled suspension/disconnection unless repeated attempts to contact you have failed. Suspension/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 suspension/disconnection may not occur after noon) in your province or territory of residence. See **Section 46** if you dispute any Charges or Fees that are past due.

**62. Are there other circumstances when HuronTel may suspend or disconnect my Services?**

To the extent permitted by applicable law, HuronTel 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 HuronTel ceases to offer a Service to which you subscribe. Additionally, HuronTel can without notice and for cause, suspend, cancel or refuse to provide HuronTel Services to you (including blocking numbers or area codes), or disable your Device. Cause includes: **(a)** HuronTel would have to incur unanticipated, unaccounted for, unusual or unreasonable expenses to provide any HuronTel Service or third party service (such as certain conference services or service to high-cost areas); **(b)** HuronTel has a reasonable suspicion that fraudulent or other illegal activity has occurred or is likely to occur; **(c)** if your Prepaid account remains at **\$0** for **120** 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 HuronTel Services is not consistent with your ordinary usage patterns.

**63. Will I be charged a Cancellation Fee if HuronTel disconnects my Services?**

If HuronTel cancels your HuronTel Services for cause, a Cancellation Fee plus applicable taxes will be charged to your account.

**64. Do I still have to pay HuronTel if my Services are suspended?**

Unless you are told otherwise (for example, in circumstances set out in **Section 38**), you are responsible to pay for Charges (including Monthly Device Payments for Device Payment Customers) even while your HuronTel Services are suspended. If your HuronTel Services are suspended and the reason for suspension has not been resolved within **14** calendar days from the suspension date, HuronTel may cancel your HuronTel Services. If you wish to resume your subscription to your HuronTel Service, you must pay the applicable (re)connection charge as set by HuronTel, plus applicable taxes. You are responsible for notifying any third-party providers of services, merchandise or information of the termination of the HuronTel Services or this Agreement.

**65. Does any part of this Agreement continue after termination of my Services?**

Rights and obligations which by their nature continue beyond termination will continue to survive and remain in effect after the applicable HuronTel Service or Agreement has been cancelled. This includes, but is not limited to, the following sections: **Sections 3-6** (Your Information and Communication Preferences), **Sections 41-50** (Billing and Payment), **Sections 51-54** and **66-69** (Warranties and Limitation of Liability), this **Section 65** and the Our Agreement Page.

**TERMS APPLICABLE TO CUSTOMERS IN QUEBEC**

**66. Are there any warranties on the HuronTel Services?**

To the extent permitted by applicable law, HuronTel 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 any HuronTel Services and does not guarantee that communications are private or secure.

**67. Are there any warranties on Devices that I purchase from HuronTel?**

HuronTel is not the manufacturer of your Any Device purchased from HuronTel 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. To the extent permitted by applicable law and unless otherwise expressly provided for by HuronTel in writing, HuronTel 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 HuronTel. For repairs to an iPhone Device covered by the manufacturer's warranty, contact HuronTel at **1 877 395-3800**. For all other Devices covered by the manufacturer's warranty, please visit the manufacturer's website. If your Device is not covered by a manufacturer's warranty, HuronTel 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.

**68. How does HuronTel limit its liability?**

**To the extent permitted by applicable law, HuronTel'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.**

**69. Are there any circumstances when HuronTel has no liability at all?**

To the extent permitted by applicable law, HuronTel is not 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 (including those involving us and Our Companies); **(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 HuronTel doesn't directly serve; or **(g)** acts of nature and all other force majeure events. In addition, HuronTel is not responsible for circumstances described elsewhere in this Agreement where HuronTel has already stated it is not responsible.

**General**

**71. 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 HuronTel. Remember that even if HuronTel does not enforce any part of this Agreement for any period of time, that part still remains valid and HuronTel can enforce it in the future.

**72. What laws apply to this Agreement?**

Because HuronTel 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](http://crtc.gc.ca), and any provincial laws (or portions thereof) which may apply to HuronTel in the province in which your Service is provided.

**73. What if I have a complaint that HuronTel hasn't been able to resolve?**

If you have a complaint that HuronTel'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-Telecommunications 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](mailto:response@ccts-cprst.ca). CCTS website information is at: [ccts-cprst.ca](http://ccts-cprst.ca).

**74. Can this Agreement be transferred**

HuronTel 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 (including any unused feature allotments), your account or the HuronTel Services without HuronTel's prior written consent.