

WIND Phone Protection Plan

Terms and Conditions
and Fee Schedule

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The WIND Phone Protection Plan is offered by WIND Mobile as part of the following device support programs (which contain other support features subject to their own terms and conditions): (i) Phone Protection Plan 7 or (ii) Phone Protection Plan 10. See Your WIND Phone Protection Plan materials, including Your brochure or the program welcome letter you received when you joined the program for further details on the program. Asurion is the administrator of the WIND Phone Protection Plan – enrolled customers should contact Asurion at 1-877-632-0463 for replacement service requests.

- 1. Monthly Fee.** The monthly fee for the WIND Phone Protection Plan depends on Your device. The monthly fee is **\$7** for Tier 1 or Tier 2 devices and **\$10** for Tier 3 devices, plus applicable taxes. Please refer to your brochure or program welcome letter for the applicable monthly fee by device for the most current and commonly available devices. For a complete list of devices by Tier and their applicable monthly fee, ask a WIND Mobile sales representative or visit www.phoneclaim.com/WINDMobile.
- 2. Replacement Service Fees.** In the event you have a service request, a replacement service fee plus tax will be due to complete your service request and obtain a replacement device. The Replacement Service Fees are as follows: For Tier 1 devices, **\$39**; for Tier 2 devices, **\$99**; and for Tier 3 devices, **\$149**; all replacement service fees are based on the type of device you have covered in the program. For a complete list of devices by Tier and their applicable replacement service fee, ask a WIND Mobile sales representative or visit www.phoneclaim.com/WINDMobile.
- 3. Non-Returned Equipment Fee.** If you fail to return a damaged or malfunctioning device for which you submitted a service request and received a replacement, you will be charged a fee. For Tier 1 devices, the non-return fee is up to **\$50**; for Tier 2 devices, the non-return fee is up to **\$150**; and for Tier 3 devices, the non-return fee is up to **\$300**. For a complete list of devices by Tier, ask a sales representative or visit www.phoneclaim.com/WINDMobile.
- 4. WIND Phone Protection Plan Contract.** These terms and conditions together with the applicable portion of Your monthly bill (“**Bill**”) from WIND Mobile, the program welcome letter and the current list of Eligible Wireless Products and their Tier govern the WIND Phone

Protection Plan and constitute Our contract with You (hereinafter the **“WIND Phone Protection Plan”** or **“Contract”**). Please keep a copy of these documents for future reference. This Contract and Your WIND Mobile Service Agreement with WIND Mobile are, and shall remain, separate agreements, but in order to maintain service under this Contract, You must also maintain Your wireless service with WIND Mobile in good standing and be financially current on Your WIND Mobile account. The WIND Phone Protection Plan is not eligible to participate in any service credit programs offered by WIND Mobile from time to time unless specifically stated. If any portion of this Contract is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Contract. Your WIND Mobile wireless device number for the Covered Equipment is Your Contract number. This Contract is purchased in and governed by the laws of the Province identified in Your billing address in the records of WIND Mobile and the federal laws of Canada applicable therein. You may cancel the WIND Phone Protection Plan at any time without penalty or obligation for future monthly fees.

5. Definitions. (1) **“Covered Accessory(-ies)”** means the following Accessories used with the Eligible Wireless Product: one standard battery (attached to wireless device at time of loss if lost or stolen) and one standard charger. One SD memory card and one SIM card, each as standard for the device, are also covered. (2) **“Covered Equipment”** means the Eligible Wireless Product owned or leased by You and activated on the WIND Mobile network and for which airtime has been logged after enrollment into the WIND Phone Protection Plan. Covered Equipment is limited to one Eligible Wireless Product and applicable Covered Accessory per replacement. The International Manufacturer’s Equipment Identification (IMEI), Electronic Serial Number (ESN) or Mobile Equipment ID (MEID) of the Eligible Wireless Product associated with Your account in the record of WIND Mobile at the time Your coverage initially becomes effective and for which airtime has been logged indicates the Eligible Wireless Product to be considered Covered Equipment unless You have used a different Eligible Wireless Product on Your mobile number immediately prior to the time of Failure in which case the Covered Equipment is the Eligible Wireless Product (i) which You have used on Your mobile number immediately prior to the time of Failure; and (ii) for which You have provided a proof of purchase or lease to Us. (3) **The “WIND Phone Protection Plan”** means the service warranty program described in this Contract. (4) **“Effective Date”** means the date Your request for enrollment is received by Us or Our

authorized representative according to our records.

(5) “Eligible Wireless Product(s)” means the wireless devices that We have designated as eligible for coverage under the WIND Phone Protection Plan Contract and are set forth by Us in the list of Eligible Wireless Products, along with the applicable Tier for each Eligible Wireless Product, which can be found at www.phoneclaim.com/WINDMobile, in WIND Mobile stores or by calling 1-877-632-0463.

(6) “Failure” means (i) if You activated your Wind wireless service in Saskatchewan, Québec or Newfoundland and Labrador, and in the usual and customary usage of the Covered Equipment, the Covered Equipment malfunctions or fails to operate due to a defect in parts or workmanship after the manufacturer’s warranty period has expired, or where the Covered **Equipment has suffered accidental or liquid damage**; or (ii) **if You activated your WIND wireless service in any other province, and in the usual and customary usage of the Covered Equipment, the Covered Equipment malfunctions or fails to operate due to a defect in parts or workmanship after the manufacturer’s warranty period has expired, or where the device has been lost, stolen or suffers accidental damage, including but not limited to liquid damage.**

(7) “Replacement Equipment” means a wireless device of like kind and quality with comparable features and functionality, as determined in Our sole discretion, to the Covered Equipment which We provide to You in the event of a Failure of the Covered Equipment. **(8) “WIND Mobile”** means Globalive Wireless Management Corp. dba WIND Mobile, with its principal place of business located at 207 Queen’s Quay West, Suite 710, Toronto, ON M5J 1A7, and its successors and assigns. **(9) “We,” “Us,” and “Our”** mean WIND Mobile, the company obligated under this Contract. **(10) “You” and “Your”** refers to the WIND Mobile account holder that purchased this Contract.

6. What is Covered. If the Covered Equipment suffers a Failure during the time this Contract is in effect, We will replace the Covered Equipment. If a Failure affects or involves a Covered Accessory in conjunction with the Failure of the Covered Equipment, or if the Covered Equipment is replaced with a different model, We will also replace the Covered Accessory(ies). Failures due to defects in material and workmanship during the term of the manufacturer’s warranty period are not covered under this Contract; such replacement needs should be submitted through the WIND Mobile Warranty and Repair program. Covered Equipment will be replaced with a wireless device of like kind and quality with comparable features and functionality to the Covered Equipment. **THERE IS NO**

ASSURANCE, REPRESENTATION, OR WARRANTY THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. REPLACEMENT EQUIPMENT WILL BE NEW OR REFURBISHED, IN OUR SOLE DISCRETION. The Replacement Equipment sent by Us to You immediately becomes the Covered Equipment. If We replace Your equipment under the WIND Phone Protection Plan, We reserve the right to take possession and ownership of the claimed Covered Equipment upon which you submitted Your claim. You hereby assign to Us all rights and benefits of any manufacturer's warranty or other ancillary coverage related to any Covered Equipment that We replace. In the event that Your Replacement Equipment fails to function due to defects in parts or workmanship during its twelve (12) month warranty period, We will replace it at no cost to You. Such service will not be charged against Your twelve (12) month service limit under the WIND Phone Protection Plan.

- 7. Changes to the WIND Phone Protection Plan and This Contract.** You agree to all the provisions of this Contract when You request enrollment in the WIND Phone Protection Plan and/or pay for it. We may change the monthly charge for the WIND Phone Protection Plan, the administration of this Contract, or this Contract's terms and conditions, from time to time upon at least thirty (30) days written notice to You. Such notice may be provided in a Bill insert, as a message printed on Your Bill, by email, in a separate mailing, or by any other reasonable method, at Our discretion. Your continued use of the WIND Phone Protection Plan and payment of the applicable charges, after the effective date of any notice of change to the WIND Phone Protection Plan, constitutes Your acceptance of the change(s). You may refuse the change(s) and the amendment to the WIND Phone Protection Plan terms and cancel this Contract without cost or penalty by sending Us a notice to that effect any time prior to the date the change becomes effective.
- 8. Contract Service Period.** Your service benefits under this Contract begin on the Effective Date and continue month to month until terminated by You or by Us in accordance with the Cancellation section of this Contract and subject to the service limits section (Section 12) of this Contract as detailed below.
- 9. Charges.** You agree to pay the monthly fees for participating in the WIND Phone Protection Plan as shown on Your WIND Mobile Bill each month when invoiced by WIND Mobile in accordance with your monthly WIND Mobile wireless service invoice. Applicable replacement

service fees, non-covered failure charges, shipping and restocking charges, taxes, and regulatory surcharges and assessments, if any, may apply prior to providing Replacement Equipment. Charges and/or additional fees may be found at www.phoneclaim.com/WINDMobile. If You change Your device, WIND will automatically update Your applicable monthly fee. For a complete list of devices by Tier and their applicable monthly fee, visit www.phoneclaim.com/WINDMobile.

- 10. To Obtain Service.** In the event of a Failure of Covered Equipment, You may file a service request by calling 1-877-632-0463. YOU MUST FILE THE SERVICE REQUEST WITHIN THIRTY (30) DAYS OF THE FAILURE. If Your service request is approved, We will ship the Replacement Equipment for next business day delivery, where and when available. WE MAY REQUIRE, AS A CONDITION OF APPROVAL OF YOUR SERVICE REQUEST, THAT YOU PROVIDE PROOF OF PURCHASE OR LEASE FOR THE COVERED EQUIPMENT AND/OR YOUR GOVERNMENT ISSUED PHOTO I.D. OR OTHER DOCUMENTATION OR INFORMATION AS REASONABLY NECESSARY TO ESTABLISH YOUR RIGHT TO SERVICE. We also retain the right to inspect the Covered Equipment (except in cases of loss or theft) as a condition of approval of Your service request.
- 11. Collection of Replacement Service Fee.** The nonrefundable replacement service fee, determined by the Tier of Your Covered Equipment as outlined above, plus any applicable taxes, applies to each approved replacement. The replacement service fee will be collected from you prior to providing replacement equipment. The replacement service fee does not apply to Replacement Equipment We send to You that suffers from defects in parts or workmanship during the first twelve months after You receive such Replacement Equipment from Us.
- 12. Service Limits - Twelve (12) Month and Per Service Request Limit.** We will cover the cost to replace the Covered Equipment up to a maximum of **\$1000.00** per service request depending on Your Tier as outlined below. In addition, beginning on the Effective Date, the WIND Phone Protection Plan Contract will cover up to, but not more than, two (2) replacements of Covered Equipment during any twelve (12) month period. We will forward a notice of cancellation of the Contract to You, by mail, email or fax at the time of the second replacement, and We will discontinue all monthly charges for the WIND Phone Protection Plan Contract at such time. Service

limit does not apply to replacement of Replacement Equipment We send to You that suffers from defects in parts or workmanship during the first twelve months after You receive such Replacement Equipment from Us. The maximum amount of each service request is determined by Tier and is as follows: the per service request limit for Tier 1 is **\$200**; the per service request limit for Tier 2 is **\$400**; and the per service request limit for Tier 3 is **\$1000**.

13. Return of Covered Equipment After It Is Replaced and Applicable Non-Return Charge If It Is Not Returned.

Covered Equipment which is replaced by Us, other than Covered Equipment replaced due to loss or theft, must be returned to Us at Our shipping expense in the return mailer included with Your Replacement Equipment within fifteen (15) days of Your receipt of the Replacement Equipment. The Covered Equipment We replace becomes the property of WIND Mobile and You hereby assign to Us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any Covered Equipment that We replace. If We do not receive Your claimed equipment within fifteen (15) days, You will be charged a non-return equipment fee up to **\$300** plus any applicable taxes. If We provide Replacement Equipment to You as a result of the loss or theft of Your Covered Equipment and You later find or recover the Covered Equipment, You must return it to Us as directed in this Contract. Call 1-877-632-0463 to request a prepaid return mailer. The maximum amount of each non return charge for failing to return claimed Covered Equipment which We have replaced is determined by Tier and is as follows: the maximum non return fee for Tier 1 is up to **\$50**; the maximum non return fee for Tier 2 is up to **\$150**; and the maximum non return fee for Tier 3 is up to **\$300**.

14. What Is Not Covered. The WIND Phone Protection Plan does not cover:

(1) Incidental or consequential damages, unforeseen and unforeseeable damages at the time of this Contract, or indirect damages where the failure to perform the obligation does not result from Our intentional or gross negligence; (2) Failures caused by war, revolution, acts of public enemy or terrorist, labour difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, civil commotion, embargo, acts of government, or military authority; (3) abuse, misuse, or intentional acts; (4) pre-existing Failures of the Covered Equipment occurring before the time it was established as the Covered Equipment; (5) changes or enhancement in color, texture, finish, expansion, contraction, or any cosmetic damage to Covered

Equipment however caused, including, but not limited to, scratches and marring, that do not affect the mechanical or electrical function of the Covered Equipment; or (6) Failure of the Covered Equipment caused by computer viruses or similar unauthorized intrusive codes or programming.

Further, Covered Equipment does not include and the WIND Phone Protection Plan does not cover:

(1) Contraband or property in the course of illegal transportation or trade; (2) property in transit to You from anyone other than Us; (3) routine maintenance and consumable items, such as batteries (one standard battery will be provided with Replacement Equipment if the Replacement Equipment is a different model than the Covered Equipment or if the battery was part of the Failure to the Covered Equipment); (4) antennas, unless there is also a Failure of the Covered Equipment; or (5) any accessories (unless otherwise covered as a Covered Accessory when part of a Failure to the Covered Equipment), including but not limited to color face plates, personalized data, or customized software, such as personal information managers (PIMs), ring tones, games, or screen savers.

15. Cancellation. You may terminate this Contract at any time for any reason by calling Us at 1-877-946-3184. We may terminate this Contract immediately if You default on Your obligations. In Saskatchewan, Québec or Newfoundland and Labrador, We may terminate this Contract for any other reason by notifying You in writing at least sixty (60) days prior to the effective date of cancellation, which notice shall state the effective date and grounds for cancellation. In all other provinces, We may terminate this Contract for any other reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation.

If You or We terminate this Contract, We will discontinue all monthly charges for the WIND Phone Protection Plan.

Any termination and cancellation of Your wireless service with WIND Mobile for any reason constitutes cancellation of this Contract by You, subject to the terms and conditions of this Contract.

16. Limits of Liability. Not applicable in Québec: In the event of any error, omission or failure by Us or Our agents or service providers with respect to the WIND Phone Protection Plan Contract or the services provided by Us or Our agents or service providers hereunder, Our RESPONSIBILITY AND LIABILITY AND THAT OF OUR AGENTS OR SERVICE PROVIDERS SHALL

BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE WIND PHONE PROTECTION PLAN CONTRACT (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE WIND PHONE PROTECTION PLAN CONTRACT). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF US OR OUR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL WE OR OUR AGENTS OR SERVICE PROVIDERS BE LIABLE FOR ECONOMIC LOSSES, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF WE OR OUR AGENTS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE WIND PHONE PROTECTION PLAN CONTRACT OR OUR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE UNDER THE WIND PHONE PROTECTION PLAN CONTRACT, OR UNDER ANY PROVISION OF THIS CONTRACT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN CONTRACT, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS OR WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, REGARDING THE WIND PHONE PROTECTION PLAN CONTRACT AND SERVICES TO BE PROVIDED HEREUNDER BY US AND OUR AGENTS OR SERVICE PROVIDERS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

17. Limits of Liability. Applicable in Québec: Except in the case of damages resulting from Our own act or of Our agents or service providers with respect to the WIND Phone Protection Plan or the services provided by Us or Our agents or service providers hereunder, Our RESPONSIBILITY AND LIABILITY AND THAT OF OUR AGENTS OR SERVICE PROVIDERS SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE WIND PHONE PROTECTION PLAN CONTRACT (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE WIND PHONE PROTECTION PLAN CONTRACT). IN SUCH CIRCUMSTANCES

WE OR OUR AGENTS OR SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY DAMAGES, ECONOMIC LOSSES, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF WE OR OUR AGENTS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ACTION PLAN CONTRACT OR OUR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE UNDER THE WIND PHONE PROTECTION PLAN, OR UNDER ANY PROVISION OF THIS CONTRACT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS CONTRACT, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS OR WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, REGARDING THE WIND PHONE PROTECTION PLAN CONTRACT AND SERVICES TO BE PROVIDED HEREUNDER BY US AND OUR AGENTS OR SERVICE PROVIDERS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

- 18. Force Majeure.** We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, revolution, acts of public enemy or terrorist, labour difficulties, including without limitation strikes, slowdowns, picketing or boycotts, civil commotion, embargo, acts of government in, military authority, or the elements, or other causes beyond Our reasonable control, and in such event, We may cancel this Contract and the WIND Phone Protection Plan Contract immediately.
- 19. Prohibitions on Transfer and Abuse of the WIND Phone Protection Plan.** This WIND Phone Protection Plan is for Your use only. It is only transferable by WIND Mobile to any other person. Wireless devices owned or leased by anyone other than You may not be made a Covered Equipment. Any abuse of the WIND Phone Protection Plan by You, including but not limited to seeking replacement of a wireless device not belonging to You, may result in termination of this Contract upon notice to You.