

## GLENTEL

### Mobile Protection Plan Plus

#### Service Warranty Terms & Conditions

Tier	Unsubsidized, New Retail Price at the time of Enrollment	Monthly Subscriber Fee	Repair Processing Fee	Replacement Processing Fee (Damage and Extended Warranty Failures)	Replacement Processing Fee (Lost and Stolen Failures)
1	\$0.00 - \$499.99	\$9.99	\$49.00	\$49.00	\$149.00
2	\$500.00 - \$749.99	\$11.99	\$69.00	\$99.00	\$199.00
3	\$750.00 - \$1099.99	\$13.99	\$79.00	\$149.00	\$249.00
4	\$1100.00 - \$1699.99	\$16.99	\$99.00	\$249.00	\$399.00
5	\$1700.00 and above	\$18.99	\$199.00	\$449.00	\$599.00

Mobile Protection Plan Plus Term: The Contract is continuous from the Effective Date until cancelled.

- For a complete list of eligible devices and their equipment tier, ask a GLENTEL sales representative or call Customer Service at 1- (855)-562-1955.
- If You choose to have Your device delivered overnight, You will be charged an additional \$15.00. If You choose Saturday delivery, You will be charged an additional \$20.00 plus the \$15.00 overnight fee.
- Return device shipping costs from outside of Canada to Canada will be Your responsibility.
- For a complete schedule of Mobile Protection Plan Plus costs, ask a GLENTEL sales representative or visit [mobileprotection.brightstarprotect.com](http://mobileprotection.brightstarprotect.com).
- All fees are subject to applicable tax. All prices are in Canadian dollars.
- The following additional Mobile Protection Plan Plus fees may apply:

Tier	Unsubsidized, New Retail Price at the time of Enrollment	Service Request Conversion Fee	Non-Returned Equipment Fee	Locked Device Fee
1	\$0.00 to \$499.99	\$0.00	\$100.00	\$100.00
2	\$500.00 - \$749.99	\$30.00	\$400.00	\$400.00
3	\$750.00 - \$1099.99	\$70.00	\$400.00	\$400.00
4	\$1100.00 - \$1699.99	\$150.00	\$500.00	\$500.00
5	\$1700 and above	\$250.00	\$500.00	\$500.00

As used in this Contract, "We", "Us", and "Our" means GLENTEL, the company obligated under this Contract. "You" and "Your" refers to the GLENTEL account holder that purchased this Contract. This Contract is administered on Our behalf by Brightstar Device Protection Ltd. with head office at 40 King Street West, Suite 2100, Toronto, Ontario M5H 3C2, Canada ("Brightstar" or the "Administrator"). This Contract is purchased in and governed by the laws of the Province identified in Your billing address in the records of GLENTEL and the federal laws of Canada applicable therein.

**Mobile Protection Plan Plus Contract.** These Service Warranty Terms & Conditions, together with Your Monthly Subscriber Fee charged to Your credit card on Our or the Administrator's file ("Monthly Subscriber Fee"), enrollment confirmation email, and applicable written communications from Us to You collectively comprise Our contract (the "Contract"). The Contract governs the Mobile Protection Plan, so You should keep these Service Warranty Terms & Conditions and all of the other documents that comprise the Contract for future reference.

**Definitions.** (1) "GLENTEL" means Glentel Inc. and its successors and assigns, with its address at 8501 Commerce Court, Burnaby, British Columbia, Canada V5A 4N3. (2) "Protected Equipment" means the Eligible Wireless Product owned or leased by You, that is actively registered for the Enrolled Customer in the records of the wireless service provider designated by You at the time of enrollment, for which airtime has been logged after enrollment into the Plan, and which has been used on Your mobile number immediately prior to the time of Failure. Protected Equipment is limited to one Eligible Wireless Product and applicable Protected 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 records of GLENTEL at the time Your protection initially becomes effective and for which air time has been logged indicates the Eligible Wireless Product that is considered Protected Equipment. (3) "Protected Accessory(ies)" means the accessories that come standard in the original device packaging. (4) "Eligible Wireless Product(s)" means the wireless device that We have designated as eligible for service under the Mobile Protection Plan Plus as set forth in the list of Eligible Wireless Products and Equipment Tier available from Us, which can be found in GLENTEL stores or by calling 1-(855)-562-1955. (5) "Failure" means during the time the Contract is in effect, the occurrence of (i) Mechanical or Electrical Failure after the expiration of the original equipment manufacturer's warranty, (ii) Accidental Damage, (iii) Lost, or (iv) Stolen. (6) "Replacement Equipment" means a wireless device of like, kind and quality with comparable features and functionality to the Protected Equipment which We provide to You in the event of a Failure of the Protected Equipment. (7) "Effective Date" means the date Your request for enrollment is received by Us or Our authorized representative. If You enroll Your device at the same time you purchase it from Us, protection begins immediately. If You enroll Your device after the initial sale of device, Your wireless device will not be eligible for repair or replacement for any Failure suffered during the first 30 days after enrollment. We reserve Our right to inspect Your non-new device prior to enrollment and to deny protection. (8) "Mobile Protection Plan Plus" means the service warranty program providing repair or replacement service for the Failure of the Protected Equipment in which You are enrolled in as described in the Contract. (9) "Mechanical and/or Electrical Failure" means the operational or structural malfunction of the Protected Equipment's ability to operate due to defects in

parts or workmanship following the expiration of the original equipment manufacturer's warranty. (10) "Accidental Damage" means accidental or liquid damage to the Protected Equipment resulting from an Accident. (11) "Accident" means a known and identifiable but unintended, sudden and unforeseen event. (12) "Lost" means the unintentional loss of the Protected Equipment. (13) "Stolen" means that theft of the Protected Equipment. (14) "Processing Fee" means the amount You pay towards Your Service Request based on the unsubsidized new retail price of the Protected Equipment indicated in the table above of this Contract. (15) "Request" means the request for service that You file with Us when Your Protected Equipment suffers a Failure. (16) "Service Request Conversion Fee" means the difference between the applicable Repair Processing Fee that You paid and the applicable Replacement Processing Fee.

**What is Protected.** If the Protected Equipment suffers a Failure during the time the Contract is in effect, at Our sole discretion, We will repair or replace the Protected Equipment. If a Failure affects a Protected Accessory in conjunction with the Failure of the Protected Equipment, or if the Protected Equipment is replaced with a different model, We will also replace or repair the Protected Accessory(ies). Protected Equipment will be replaced or repaired with a wireless device of like, kind and quality with comparable features and functionality to the Protected Equipment. **THERE IS NO ASSURANCE, REPRESENTATION, OR WARRANTY THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES OR COLOR AS THE ITEM BEING REPLACED. REPLACEMENT EQUIPMENT WILL BE NEW, REMANUFACTURED OR REFURBISHED, AT OUR SOLE DISCRETION.**

The Replacement Equipment becomes the Protected Equipment immediately upon delivery to You. If We replace Your equipment under the Mobile Protection Plan Plus, the Protected Equipment We replace becomes property of GLENTEL and You hereby assign to Us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any Protected Equipment that We replace.

**Manufacturer's Warranty.** This Mobile Protection Plan Plus complements and may overlap with the manufacturer's warranty, which is typically valid for one year from the purchase date of Your device. Some devices may have a longer or shorter manufacturer's warranty. During the term of the manufacturer's warranty, the Mobile Protection Plan Plus provides protection for certain Failures for which the manufacturer may not provide protection. Please refer to the manufacturer's warranty provided with Your wireless device or through the manufacturer's website to understand what protection is offered and the duration of the manufacturer's warranty. Subject to applicable law, Your wireless device may also be protected by certain quality standards.

**Agreement.** You agree to all the provisions of the Contract, including but not limited to these Service Warranty Terms & Conditions, when You order the Mobile Protection Plan Plus and/or pay for it. Subject to applicable law, We may change the Monthly Subscriber Fee for the Mobile Protection Plan Plus, the administration of the Mobile Protection Plan Plus, or these Service Warranty Terms & Conditions from time to time upon at least thirty (30) days written notice to You. Such notice may be provided by any of the following methods: email, text message, in a separate mailing, or by any other reasonable method, at Our sole discretion. Such notice will clearly and legibly set out its effective date and either the new clause only, or the amended clause and the original clause. You may refuse the amendment and rescind or cancel the Contract without cost, penalty or by sending Us a notice to that effect no later than thirty (30) days after the amendment comes into force. Your continued use of the Mobile Protection Plan Plus and payment of the Monthly Subscriber Fee after such notice constitutes Your acceptance of the changes. Your participation in the Mobile Protection Plan Plus is optional and You may cancel the Mobile Protection Plan Plus at any time. Please refer to the Cancellation section of the Contract.

By accepting the protection provided by the Mobile Protection Plan Plus, you authorize Glentel and/or its Administrator to (i) release required subscriber information for the purpose of validating Service Requests and (ii) charge your credit/debit card on file, or the replacement card issued by the payment card issuer for the card on file, which may include updated validated card information, including but not limited to expiration date(s), card number(s), and security code(s), as received by your financial institution in accordance with applicable law. You expressly authorize and agree Glentel and/or its authorized program administrator to obtain information from the financial institution regarding an expired or canceled credit/debit card and authorize the replacement credit/debit card be charged the applicable Monthly Subscriber Fee.

**Contract Service Period.** The Mobile Protection Plan Plus is continuous from the Effective Date until cancelled. Your service benefits under the Plan begin on the Effective Date and continue from month to month unless terminated by You or by Us in accordance with Cancellation section of the Contract. We will discontinue all monthly costs for the Plan at such time.

**Charges.** You agree to pay Your Monthly Subscriber Fee for each month on the same terms and conditions as set forth under this Contract. Applicable Processing Fees, non-protected failure charges, shipping and restocking charges, taxes, and regulatory surcharges and assessments, if any, may be added to Your Monthly Subscriber Fee or, at Our sole discretion, collected from You prior to providing a repair of the Protected Equipment or providing You with Replacement Equipment.

**To Obtain Service.** In the event of a Failure of Protected Equipment, You may file a Service Request by calling 1-(855)-562-1955 or visiting [mobileprotection.brightstarprotect.com](http://mobileprotection.brightstarprotect.com). You must file the Service Request within sixty (60) days of the Failure. If the Failure is not reported within sixty (60) days, Your Service Request will be forfeited and no repair or Replacement Equipment will be available under the Contract. You must provide Us with all of the necessary information required to approve the repair or replacement of the Protected Equipment and pay your Processing Fee within sixty (60) days of reporting the Failure. If Your Service Request is approved, We will offer You a repair of Your Protected Equipment (if available, as determined by Us) or Replacement Equipment. For repairs, You may mail-in Your Protected Equipment, You may visit an authorized repair location (if available in Your area, as determined by Us), or an authorized repair technician may come to a location of Your selection (if available in Your area, as determined by Us). We are not responsible for any loss of data, personal or otherwise on Your Protected Equipment that may occur during the repair process. If You have Protected Equipment that is not repairable, a device that is ineligible for repair, there is not an authorized repair location or technician available, or We determine that a replacement is necessary, We will contact You informing You that Replacement Equipment will be provided to You upon payment of the applicable Service Request Conversion Fee. If You elect not to pay the Service Request Conversion Fee, the Protected Equipment will be returned to You by mail if You originally mailed in Your Protected Equipment, or will be made available to You for collection at the location you originally dropped it off at, and the Processing Fee You paid will be refunded to You. If You do not collect your Protected Equipment within thirty (30) days from the date You are first notified that the Protected Equipment is available for collection, after that time We will return the Protected Equipment to You by mail. If we make available the option to repair Your Protected Equipment, You may choose to receive Replacement Equipment instead of repairing Your Protected Equipment. Additional information on repair is available at [mobileprotection.brightstarprotect.com](http://mobileprotection.brightstarprotect.com). We will provide the Replacement Equipment within 2 to 10 business

days. Failure on Your part to provide Us the necessary information and pay the Processing Fee within sixty (60) days of the date that You report the Failure to Us will result in forfeiture of Your Service Request. WE MAY REQUIRE, AS A CONDITION OF APPROVAL OF YOUR SERVICE REQUEST, THAT YOU PROVIDE PROOF OF PURCHASE OR LEASE FOR THE PROTECTED EQUIPMENT AND/OR YOUR GOVERNMENT-ISSUED PHOTO I.D., A COPY OF YOUR WIRELESS BILL, AND / OR OTHER DOCUMENTATION OR INFORMATION AS REASONABLY NECESSARY TO ESTABLISH YOUR IDENTITY AND RIGHT TO SERVICE. We also retain the right to inspect the Protected Equipment as a condition of approval of Your Service Request.

**Processing Fees.** A non-refundable Processing Fee applies to each approved repair or replacement of the Protected Equipment. The Processing Fee may be included with Your Monthly Subscriber Fee or, at Our sole discretion, collected from You prior to providing a repair of the Protected Equipment or providing Replacement Equipment. A complete list of Eligible Wireless Products is available by visiting any GLENTEL store or by calling 1-(855)-562-1955. You file a Service Request and such Service Request is approved, We retain and reserve the right to inspect Your Protected Equipment which may result in additional fees being charged to You or Your Service Request being denied if the Protected Equipment did not experience a protected Failure.

**Service Limits.** Beginning on the Effective Date the Contract will provide a total of two (2) repair(s) or replacement(s) of Protected Equipment (or one (1) repair and one (1) replacement) due to Failure during any rolling 12-month period, beginning on the date You filed Your first approved Service Request with Us. For all Service Requests, We will cover the cost to replace or repair the Protected Equipment up to a maximum retail value of \$2,500 per Service Request, inclusive of Protected Accessories.

**Return of Replaced Equipment/ Non-Returned Equipment Fee.** Protected Equipment approved for replacement must be returned to Us at Our shipping expense, unless the Protected Equipment is shipping from outside of Canada, in the return mailer included with Your Replacement Equipment within forty-five (45) days from delivery of the Replacement Equipment. Return device shipping costs from outside of Canada to Canada will be Your responsibility. The Protected Equipment We replace becomes property of GLENTEL and You hereby assign to Us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any Protected Equipment that We replace. If We do not receive Your original equipment within forty-five (45) days from delivery of Replacement Equipment, You will be charged a Non-Returned Equipment Fee as shown in the table below. YOU MAY AVOID THIS CHARGE BY SIMPLY RETURNING THE FAILED PROPERTY AS INSTRUCTED.

Non-Returned Equipment Fee				
Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
\$100.00	\$400.00	\$400.00	\$500.00	\$500.00

**YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY PERSONALLY IDENTIFIABLE INFORMATION, PAYMENT CARD INFORMATION, PICTURES, IMAGES, RECORDINGS OR OTHER DATA STORED ON THE DEVICE PRIOR TO RETURNING THE DAMAGED DEVICE. DATA ON A RETURNED DEVICE CANNOT BE RECOVERED NOR RETURNED TO YOU. IF THE DAMAGE TO THE DEVICE DOES NOT PERMIT REMOVAL OR DESTRUCTION OF STORED DATA, THIS SHOULD BE INDICATED ON THE CORRESPONDENCE USED WITH THE RETURNED DEVICE. GLENTEL AND OUR AFFILIATES, SUSIDIARIES, PARTNERS, AND THE ADMINISTRATOR ARE NOT RESPONSIBLE FOR ANY PERSONAL DATA OR OTHER DATA, SUCH AS RINGTONES, APPLICATIONS, GAMES, OR OTHER CONTENT THAT IS STORED, DOWNLOADED, PURCHASED OR OTHERWISE LOCATED ON THE PROTECTED EQUIPMENT.**

**Locked Device Fee.** If You file a Service Request, We will ask You at the time You file Your Service Request to disable any locking feature on Your Protected Equipment. We will not process Your Service Request until You provide affirmative verification that such locking feature has been disabled. If You return Your Protected Equipment with the locking feature enabled, We may charge a Locked Device Fee to the credit card We have on file for You. YOU MAY AVOID THIS FEE BY DISABLING THE LOCKING FEATURE ON YOUR PROTECTED EQUIPMENT AT THE TIME YOU FILE YOUR SERVICE REQUEST.

Locked Device Fee				
Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
\$100.00	\$400.00	\$400.00	\$500.00	\$500.00

**What is not Protected.**

**The Mobile Protection Plan Plus does not protect against the following:**

(1) Incidental or consequential damages, unforeseen and unforeseeable damages at the time of the Contract, or indirect damages where the failure to perform the obligation does not result from Our gross fault; (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 Protected Equipment occurring before the time it was established as the Protected Equipment; (5) changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to Protected Equipment however caused, including, but not limited to, scratches and marring, that do not affect the mechanical or electrical function of the Protected Equipment; (6) Failure of the Protected Equipment caused by computer viruses or similar unauthorized intrusive codes or programming.

**Further, Protected Equipment does not include and the Mobile Protection Plan Plus does not protect:**

(1) Contraband or property used 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 Protected Equipment or if the battery was part of the Failure to the Protected Equipment); (4) Antennas, unless there is also a Failure of the Protected Equipment; or (5) Any accessories (unless otherwise covered as a Protected Accessory when part of a Failure to the Protected 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;(6) Any data or personal information contained on the Protected Equipment.

**Cancellation.** You may terminate the Contract at any time for any reason by calling Us at 1-855-562-1955 to request cancellation.

If You are in Quebec or Newfoundland and Labrador, We may terminate the Contract for any 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 the Contract for any reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and grounds for cancellation. We may terminate the Contract immediately if You default on any of Your obligations, including but not limited to failure to timely pay Your Monthly Subscriber Fees, commit fraud or internationally conceal or misrepresent a material fact concerning Your enrollment, **Protected Equipment**, or Service Request.

If You or We terminate the Contract, We will refund your Monthly Subscriber Fee for the remainder of the term of the Contract, pro-rated by month on a daily basis. We will also discontinue all monthly charges for the Mobile Protection Plan Plus as of the effective date of cancellation.

**Ineligible Enrollment.** Subject to applicable law, if We determine that a device other than an Eligible Wireless Product has been enrolled in the Mobile Protection Plan Plus, We may cancel the Contract by notifying You in writing. Upon the occurrence of an ineligible enrollment, We will provide a refund of all paid Monthly Subscriber Fees, less the value of any repair or replacement received. **Residents of Quebec are not eligible for enrollment in the Mobile Protection Plan Plus.**

**Electronic Delivery.** You expressly and knowingly agree and consent to permit Us to make disclosures and provide notices to You in electronic form, including but not limited to email and text messaging, instead of providing such notices and disclosures in hardcopy by post mail and that any such disclosures and notices shall represent our notification in writing. Your consent and agreement shall relate to all forms, disclosures, and notices required under applicable law and shall remain valid until such time as You may exercise Your right to revoke this consent by notifying GLENTEL.

**Service Contract.** This Mobile Protection Plan Contract is a contract between You and Us that provides the specified services outlined herein. The Mobile Protection Plan is not an insurance policy and provides no insurance coverage or insurance benefits to You.

**Limits of Liability. The following clause applies to all provinces excluding Quebec:** In the event of any error, omission or failure by Us or Our agents or service providers with respect to the Plan or the services provided by Us or Our agents or service providers hereunder, OUR RESPONSIBILITY AND LIABILITY AND THAT OF OUR AGENTS AND SERVICE PROVIDERS SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PLAN (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE PLAN). 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 PLAN OR OUR OR OUR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE UNDER THE PLAN, OR UNDER ANY PROVISION OF THE CONTRACT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE CONTRACT OR REQUIRED BY LAW, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS OR WARRANTIES, STATUTORY, EXPRESSED OR IMPLIED, REGARDING THE PLAN 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.

**Data Privacy.** As part of the services offered to You through this Contract, We may collect, use, and communicate personal information about You that is necessary for the purposes of establishing, managing, and maintaining Our relationship and providing the Mobile Protection Plan, including, without limitation, to ensure we have up-to-date information about You, including Your current address, to verify Your identity and to protect all parties from errors and fraud. We will not use Your personal information for any other purpose, including for marketing or promotional activities, without Your consent. Please note that the information You provide to Us may be transferred to Our affiliates, subsidiaries and partners and with other third parties that are located in countries outside of Canada and as such local laws may otherwise allow Your personal information to be accessed by local authorities without Your consent.

**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, military authority, or the elements, or other causes beyond Our reasonable control, and in such event, We may cancel the Contract and the Plan immediately.

**Prohibitions on Transfer and Abuse of the Plan.** The Plan is for Your use only. It is not transferable by You to any other person, and may not be assigned by You. Wireless devices owned or leased by anyone other than You may not be made a Protected Equipment. Any abuse of the Mobile Protection Plan Plus by You, including but not limited to seeking replacement of a wireless device not belonging to You, may result in termination of the Mobile Protection Plan Plus upon notice.

**Legal Action Against Us.** No one may bring legal action against Us under this Contract unless and until there has been full compliance with all terms of this Contract.

**Severability.** If any portion of this Contract is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Contract.

END OF TERMS AND CONDITIONS

