

## GLENTEL

### Mobile Protection Plan Plus

#### Service Warranty Terms & Conditions

Device Description	Unsubsidized, New Retail Price at the time of Enrollment	Program Cost	Replacement Service Cost	Non-Returned Equipment Charge
Basic	\$0.00 to \$349.99	\$9.99	\$49.00	\$50.00
Advanced Device	\$350.00 to \$549.99	\$9.99	\$99.00	\$200.00
Advanced Device/Tablet	\$550.00 to \$1,500.00	\$11.99	\$149.00	\$400.00
iPhone	\$450.00 to \$749.99	\$11.99	\$149.00	\$350.00
iPhone (Advanced)	\$750.00 to \$1,600.00	\$11.99	\$199.00	\$400.00

Plan 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 Plan 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.
- This Plan is available for enrollment on 15 August 2017 at 12:01 Pacific Time Zone that are eligible to enroll.

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 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 Contract.** These Service Warranty Terms & Conditions, together with Your monthly subscriber fee charged to Your credit card on Our 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 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) "Covered 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. 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 records of GLENTEL at the time Your coverage initially becomes effective and for which air time has been logged indicates the Eligible Wireless Product that is considered Covered Equipment. (1) "Covered Accessory(ies)" means the accessories that come standard in the original device packaging. (2) "Eligible Wireless Product(s)" means the wireless device that We have designated as eligible for service under the Plan 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. (3) "Failure" means the operational or structural malfunction of the Covered Equipment's ability to operate due to defects in parts or workmanship, or accidental physical or liquid damage, or unintentional loss of the Covered Equipment or theft of the Covered Equipment. (4) "Replacement Equipment" means a wireless device of like, kind and quality with comparable features and functionality to the Covered Equipment which We provide to You in the event of a Failure of the Covered Equipment. (5) "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, coverage 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 coverage. (8) The "Plan" means the program in which You are enrolled as described in the Contract. (6) "Mobile Protection Plan" means the service warranty program providing repair or replacement service for the Failure of the Covered Equipment.

**What is Covered.** If the Covered Equipment suffers a Failure during the time the Contract is in effect, at Our sole discretion, We will repair or replace the Covered Equipment. If a Failure affects 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 or repair the Covered Accessory(ies). Covered Equipment will be replaced or repaired 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 OR COLOR AS THE ITEM BEING REPLACED. REPLACEMENT EQUIPMENT WILL BE NEW, REMANUFACTURED OR REFURBISHED, AT OUR SOLE DISCRETION.**

The Replacement Equipment becomes the Covered Equipment immediately upon delivery to You. If We replace Your equipment under the Plan, the Covered 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 Covered Equipment that We replace.

**Manufacturer's Warranty.** This Plan 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 Plan provides coverage for certain Failures for which the manufacturer may not provide coverage. 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 covered 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 Plan and/or pay for it. Subject to applicable law, We may change the monthly charge for the Plan, the administration of the Plan, 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 Plan and payment of the charges after such notice constitutes Your acceptance of the changes. Your participation in the Plan is optional and You may cancel the Plan at any time. Please refer to the Cancellation section of the Contract.

By accepting coverage in this program, you authorize Glentel to (i) release required subscriber information for the purpose of validating claims 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 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 Plan 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 replacement service costs, non-covered 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 Replacement Equipment.

**To Obtain Service.** In the event of a Failure of Covered Equipment, You may file a service request by calling 1-(855)-562-1955 or visiting [mobileprotection.brightstar.protect.com](http://mobileprotection.brightstar.protect.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 Replacement Equipment will be available under the Contract. You must provide Us with all of the necessary information required to approve replacement of the Covered Equipment and pay your replacement service fee within sixty (60) days of reporting the Failure. If Your service request is approved, 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 Replacement Service 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 COVERED EQUIPMENT AND/OR YOUR GOVERNMENT- ISSUED PHOTO I.D., A COPY OF YOUR WIRELESS BILL, A ND / OR OTHER DOCUMENTATION OR INFORMATION AS REASONABLY NECESSARY TO ESTABLISH YOUR IDENTITY AND RIGHT TO SERVICE. We also retain the right to inspect the Covered Equipment as a condition of approval of Your service request.

**Replacement Service Fee.** A non-refundable Replacement Service Fee applies to each approved replacement as follows:

Replacement Service Fee				
Basic (\$0.00 - \$349.00)	Advanced Device (\$350.00 - \$549.99)	Advanced Device/Tablet (\$550.00 - \$1,500.00)	iPhone, iPad (\$450.00 - \$749.99)	iPhone, iPad (Advanced) (\$750.00 - \$1,600.00)
\$49.00	\$99.00	\$149.99	\$149.99	\$199.99

The Replacement Service Fee may be included with Your Monthly Subscriber Fee or, at Our sole discretion, collected from You prior to providing Replacement Equipment. A complete list of Eligible Wireless Products is available by visiting any GLENTEL store or by calling 1-(855)-562-1955.

**Service Limits.** Beginning on the Effective Date the Contract will cover two (2) replacements of Covered Equipment due to Failure during any rolling 12-month period. For all service requests, We will cover the cost to replace or repair the Covered Equipment up to a maximum retail value of \$1,600 per service request, inclusive of Accessories.

**Return of Replaced Equipment/ Non-Returned Equipment Fee.** Covered Equipment approved for replacement must be returned to Us at Our shipping expense, unless the Covered 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 Covered 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 Covered 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 Charge				
Basic (\$0.00 - \$349.00)	Advanced Device (\$350.00 - \$549.99)	Advanced Device/Tablet (\$550.00 - \$1,500.00)	iPhone, iPad (\$450.00 - \$749.99)	iPhone, iPay (Advanced) (\$750.00 - \$1,600.00)
\$50.00	\$200.00	\$400.00	\$350.00	\$400.00

**YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY PERSONAL DATA FROM A DEVICE PRIOR TO IT BEING RETURNED.**

**What is not Covered.**

**The Plan does not cover:**

**(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 Covered Equipment occurring before the time it was established as the Covered Equipment; (5) changes or enhancements 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; (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 Plan does not cover:**

**(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 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;(6) Any data or personal information contained on the Covered 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 Subscriber Fees, commit fraud or internationally conceal or misrepresent a material fact concerning Your enrollment, **Covered Equipment**, or service request.

If You or We terminate the Contract, We will refund your 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 Plan 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 Plan, 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 replacement received. **Residents of Manitoba, Quebec or Saskatchewan are not eligible for enrollment in the Plan.**

**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.

**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.

**Limits of Liability. The following clause applies to Quebec only:** Except in the case of damages resulting from Our own act or of or Our agents or service providers with respect to the Mobile Protection 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 MOBILE PROTECTION PLAN CONTRACT (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE MOBILE 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), ARISING FROM THE MOBILE PROTECTION PLAN CONTRACT OR OUR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE UNDER THE MOBILE PROTECTION PLAN OR UNDER ANY PROVISIONS OF THIS CONTRACT SUCH AS BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.

**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 Covered Equipment. Any abuse of the Plan by You, including but not limited to seeking replacement of a wireless device not belonging to You, may result in termination of the Plan upon notice.

END OF TERMS AND CONDITIONS