

GET TO KNOW FIDO



Valid as of March 2010



How wireless services are charged

By the second	Monthly airtime charges are billed by the second on the Fido network. The airtime for the entire call is charged based on the applicable rate at the beginning of the call.
By the minute	Prepaid airtime charges are rounded up to the next full minute. A one-minute minimum charge applies to every completed call (made or received). The airtime for the entire call is charged based on the applicable rate at the beginning of the call.
By the kilobyte	Data usage over the GSM/GPRS network for email, Instant Messaging, browsing and applications is billed based on volume of data sent and received (i.e., by the kilobyte [kB])—no data roaming charges apply within Canada on the Fido network. Data usage will be billed at a pay-per-use rate or according to your data add-on or plan.
Outgoing calls	Airtime charges (plus long distance, if applicable) apply to completed calls from the time you press SEND until you press END.
Incoming calls	Airtime charges (plus long distance, if applicable) apply to every call you answer on your wireless phone until you press END. Charges will start at the moment the calling party initiates the call by pressing SEND and include the ring time.
Call forwarding, no answer transfer and busy transfer	Customers can add the Call Forwarding add-on to their wireless voice plan (if it isn't already included in their plan). Call Forwarding will allow their calls to be forwarded to another number and includes 2,500 local Call Forwarding minutes.
Voicemail & answering machines	Airtime charges apply (plus long distance or roaming, if applicable).
Toll-free numbers (800, 888, etc.)	Airtime charges apply (roaming charges apply when roaming in the U.S. or internationally).
Calls from one wireless phone to another	Both parties incur airtime charges unless specified otherwise in your price plan.
Network	Your Fido phone is restricted to use only on the Fido network as well as on the networks operated by any of the carriers with which we have roaming agreements.
9-1-1	No charge for calls to 9-1-1 emergency service.
Directory assistance	A nominal service fee plus airtime applies to each directory assistance call. Long distance charges apply (if applicable) to the completed call.
Collect calls	Collect calls cannot be received on your Fido phone. However, you can make a collect call. Local airtime charges apply.
International calls	Airtime and international long distance charges apply.
Roaming	Using your Fido phone off the Fido network and on the network of a partner carrier is called "roaming". Voice and data roaming charges vary. Visit fido.ca/roaming for locations, rates and ways to save.
Call waiting	Airtime charges apply as per your price plan.
Text messages	Text messages received from another mobile phone are free, with the exception of premium text messages (alerts, messages related to content, contests and promotions). Text messages sent are charged at a pay-per-use message rate or charged according to your Text Messaging add-on, if subscribed to. Some services are not included in your Text Messaging add-on. Sending a text message internationally or while roaming in the U.S. or overseas is billed separately at a pay-per-use roaming rate. Visit fido.ca/text for more rate information.
Long distance	On a long distance call, you pay both airtime and long distance charges (30-second minimum). Long distance is billed by the minute and charged on calls made to points outside your local calling area, incoming calls received outside your local calling area and calls transferred or forwarded to points outside the landline telephone company's local calling area.
Busy signal or no answer	No charge applies if a busy signal is reached or if the call is not answered when placing a call on the Fido network. Roaming charges may apply while roaming.

Note: All wireless phones have a key that "connects" (dials or answers) a call and a key that "ends" (hangs up) a call. In this guide, we use SEND and END. These keys may be different on your phone, so check your phone's manual for details.

9-1-1 emergency assistance

Anyone registered on the Fido network can call 9-1-1 for assistance in the case of an emergency. In areas where 9-1-1 service is provided by the municipality or province, 9-1-1 calls will be answered by the local public safety access point. In areas where 9-1-1 service is not provided, calls to 9-1-1 will be automatically routed to a local authority best suited to handle the situation.

Calls to 9-1-1 from your wireless phone are subject to the same limitations as regular wireless calls. For example, if you are underground or too far from a wireless network antenna, the quality of your call may be affected, or you may not be able to connect to the network.

Phase One of Enhanced 9-1-1 (E9-1-1) is designed to help 9-1-1 operators react more quickly and accurately in emergency situations. Phase one E9-1-1 provides emergency operators with the phone number of the caller and the location of the wireless network antenna receiving the call but not the caller's exact location. The caller must still provide this information. The caller's phone number allows the operator to quickly re-establish contact with the caller if a connection is lost. The wireless network antenna location helps operators identify the most appropriate emergency service to dispatch.

Phase Two of Enhanced 9-1-1 is designed to provide more accurate location information than Phase One. E9-1-1 emergency operators that have the necessary systems deployed will not only receive the caller's phone number, but will also receive geographic co-ordinates associated with the callers approximate location. A caller's location will be automatically determined using special technology enabled in the Fido network and in certain handsets and will help ensure that callers get the proper help as quickly as possible.

Any customer registered on the Fido network in an area served by E9-1-1 that has the necessary systems deployed will have access to Phase One and Two. This includes Fido customers in their local area and Fido customers visiting an area in Canada served by E9-1-1. For more information about E9-1-1 and to verify if Phase One and Two are deployed in your area, please visit fido.ca/911.

Remember, 9-1-1 services are reserved only for emergency situations. For assistance in non-emergency situations, please contact the offices of your local police. A fixed monthly charge for 9-1-1 service may apply according to your plan. No airtime or long-distance charges apply when calling 9-1-1. Do not program "9-1-1" into the speed-dial feature of your wireless phone as it may result in accidental calls placed to 9-1-1.

HOW TO REPORT AN EMERGENCY

1	Immediately tell the operator that you're calling from a wireless phone and provide your 10-digit phone number.
2	Give details of the emergency.
3	Give as much information about the location as you can, such as highway/street name and landmarks. Unlike landline-based E9-1-1, the emergency operator does not know your actual location until you provide this information.
4	Remain on the line and follow all instructions provided by the emergency operator.
5	After the emergency operator ends the call, leave your wireless phone turned on in case the emergency operator needs to call you back.

Fido Terms and Conditions

The following terms and conditions of service (the "Terms") govern your use of the Services. Any current Fido document describing the plans, features, services, and products you have selected, as well as the *Get to Know Fido* guide, the Fido Service Agreement, the reference guide and any other document incorporated by reference (collectively, the "Materials") together with these Terms constitute our agreement with you (collectively, the "Agreement"). If there is any inconsistency between the Materials and these Terms, these Terms will prevail. No sales representative, distributor, agent, officer or employee of Fido has the authority to change or modify the Agreement, except pursuant to an official revised version of the Agreement and you may not rely on any such change or modification. The Agreement cannot be changed by you.

Throughout this document:

- **us, we, our(s)** and **Fido** refers to Fido Solutions Inc.;
- **Service(s)** refers to the services provided through Fido's wireless network; and
- **Equipment** means any device, equipment or hardware used to access the Services or used in conjunction with the Services, including any SIM (Subscriber Identity Module) card.

Your account information may, from time to time, be disclosed to Fido's affiliates including other members of the Rogers Communications Inc. organization and to our agents and distributors in order to service your account, to respond to your questions and to promote additional products and services offered by Fido and the other members of the Rogers organization that may interest you. If you do not wish to receive offers or information from or related to Fido and related Rogers entities, please contact our Customer Service at 1-888-481-3436.

Unless otherwise specified in the Fido Service Agreement, we may change, at any time, any charges, features, content, structure or other aspects of the Services or any provision of this Agreement, upon advance notice to you. If you do not accept a change to the Services, your sole remedy is to terminate the Agreement and the Services provided under the Agreement, within 30 days of your receipt of our notice of change to the Services (unless we specify a different notice period), by providing us with advance notice of termination pursuant to Section 31. If you do not accept a change to these Terms, your sole remedy is to retain the existing Terms unchanged for the duration of your Commitment Period (as defined in Section 8 below), if applicable, upon notice to us within 30 days of your receipt of our notice of change in the Terms.

By entering into this Agreement, you:

- > authorize Fido to obtain information about your credit history and acknowledge that Fido may provide information to others about your credit experience with Fido;
- > accept all provisions of this Agreement, including those set forth in the Materials and in these Terms;
- > agree to cause all persons who use Services under your account or with your authorization to comply with the Agreement;
- > acknowledge that the acts or omissions of all persons who use Services under your account or with your authorization will be treated for all purposes as your acts or omissions;
- > acknowledge that you have received and had the opportunity to review a copy of the Agreement, including the Materials and these Terms;
- > confirm that the information you provided to us is current and accurate; and
- > agree to notify us of any change in your information.

Charges; Account and Payment Information

1. Charges will commence on the date of the initial activation of the Services (the "Activation Date").
2. Unless otherwise agreed to by you and us, we will bill you monthly. We may bill you, however, for a charge up to six months from the date the charge was incurred. You acknowledge that you may be given an account number so that you will receive one invoice for all your Fido accounts.
3. You are liable for all charges to your account. Charges to your account are due and payable in full from the date of your invoice. If you are paying by mail or through a financial institution, please allow adequate time for your payment to reach us prior to the required payment date.
4. If payment of an amount due on your account is not **received** by us by the required payment date specified by us, it will be considered a delinquent amount and will be subject to a late payment charge of 2% per month, calculated and compounded monthly on the delinquent amount (26.82% per year) from the date of the first invoice on which the delinquent amount appears until the date we **receive** such amount in full. You agree that we can charge any unpaid and outstanding amount, including any late payment charges, on your account to your credit card, bank account or any other payment method pre-authorized by you for payment of our charges.
5. Administrative charges may be levied for administration or account processing activities in connection with your account, including, without limitation, as a result of the following:
 - > collection efforts due to non-payment or having a balance over your credit limit, including unbilled usage and pending charges, fees and adjustments;
 - > returned or rejected payments;
 - > change of any identifier (e.g., phone number); and
 - > the restoral of Service.A list of such charges is available on request and is incorporated into these Terms by reference.
6. When roaming outside Fido's coverage area (including voice, data and hotspot roaming), you will be responsible for all applicable Fido charges and will be subject to the limitations or conditions of service of the service provider of such roaming services.
7. Any questions or discrepancies regarding charges must be reported to us within 90 days of the date of our invoice. Failure to notify us within this time period will constitute your acceptance of such charges.
8. Unless otherwise set out in the Materials, if you agree to subscribe to a fixed term agreement for Services for a committed period of time (known as a "Fido Agreement" and referred to in these Terms as a "Commitment Period"), you may be subject to an early cancellation fee ("ECF") for a deactivated phone number. Any decrease in your Commitment Period may be subject to a fee.

If your Service is terminated prior to the end of the Commitment Period, you will pay us an ECF as specified in your Fido Service Agreement, plus taxes.

9. If you are receiving any benefit as a result of your relationship with a third party (e.g., your employer), we may verify such relationship. If you become ineligible to receive such benefit for any reason (e.g., your employment is terminated or your

employer becomes ineligible to receive the benefit), we reserve the right to transfer your Service to an alternate Service plan, as determined by us in our sole discretion.

10. Changes to your account (e.g., monthly airtime plan, options or identifiers) will not take effect until after your next billing date.

Deposit; Credit Requirements

11. We may require a deposit or impose other payment or credit requirements (e.g., interim payments, mandatory pre-payments) at any time and on such terms as determined in our sole discretion. You will not earn any interest on any deposits or other payments held by us. If your Service is terminated, we will apply any deposits or other payments against the outstanding final balance on your account.

12. Upon notice to you, we may assign, change or remove a credit limit on your account at any time. Service may be suspended at any time to any and all of your accounts with us if your balance, including unbilled usage and pending charges, fees and adjustments, exceeds this limit.

Identifiers

13. You do not own any identifier (telephone number, account number, PIN number, e-mail address, IP address, Web page address, access code, etc.) assigned to you and we may change or remove this identifier at any time upon notice to you.

Acceptable Use

14. You may not use the Services for anything other than your own personal use. You may not resell the Services, receive any charge or benefit for the use of the Services or provide Internet access or any other feature of the Services to any third party. You may not share or transfer your Services without our express consent.

15. From time to time, we may establish policies, rules and limits (together, the "Policies") concerning use of the Services, Equipment and any products, content, applications or services used in conjunction with the Services or Equipment. Your use of the Services is subject to these Policies. We will provide you with notice of the Policies and of changes to the Policies. Our Acceptable Use Policy is available at fido.ca/terms and is incorporated into these Terms by reference.

16. When using the Services, the Equipment or any products, content, applications or services used in conjunction with the Services or Equipment, you must comply with all applicable laws and our Policies. We may suspend or terminate your Services, your Fido Service Agreement and any other agreement for services you may have with us, without notice to you, if you engage in one or more of the activities prohibited by our Policies. In addition, you may be charged for any costs incurred by us in connection with your breach of the terms of this Section, including costs incurred to enforce your compliance.

17. We reserve the right to restrict, change, suspend or terminate your Service by any means if your access, use or connection to the Services, Equipment or our facilities is impairing or adversely affecting our operation or the use of our Services or facilities by others.

Content

18. We do not own content that you make available for inclusion on the Services (including the Fido wireless Internet access services). However, with respect to content you make available for inclusion on publicly accessible areas of the Services, you grant us worldwide, royalty-free and non-exclusive licenses.

19. We have the right, but not the obligation, to monitor or investigate any content that is transmitted using the Services or the Equipment. We may also access or preserve content or information to comply with legal process in Canada or foreign jurisdictions, operate the Services, ensure compliance with this Agreement or any Policies, or protect ourselves, our customers or the public. You must at all times comply with any applicable laws in connection with the use and/or transmission of the content you make available through the Services.

Equipment

20. You must notify us immediately, at any of the points of contact specified below, if your Equipment is lost, stolen or destroyed. You are responsible for the cost of replacing your Equipment. Should you not wish to replace your Equipment, and decide to terminate your Service, your obligations under the Agreement, including the ECF, will apply as set out in Section 8.

21. Equipment and related software may have to meet certain minimum requirements and be maintained in certain ways and in certain locations for the proper operation of the Services (e.g., 9-1-1 services). Such requirements may be changed from time to time at our sole discretion. Unless otherwise specified by us, you are solely responsible for updating or maintaining your Equipment and software as necessary to meet such requirements.

Software

22. Any software and accompanying documentation we provide to you remains our property or that of our licensors. You will take reasonable steps to protect such software or documentation from theft, loss or damage. You must review and agree to the applicable end user license agreement before installing or using the software or documentation. Unless otherwise provided in the applicable end user license agreement, all end user license agreements will terminate upon termination of this Agreement.

No Warranties; Limitations on our Liability

23. You acknowledge and understand that the Services or access to the Services, including 9-1-1 or special needs services, may not function correctly, or at all, in the following circumstances:

- > if your Equipment fails, is not configured correctly or does not meet Fido's requirements;
- > in the event of a network outage or extended power failure;
- > if you tamper with the Equipment; or
- > following suspension or termination of your Services or account.

24. We are not responsible or liable to you for any content, applications or services provided to you or accessible by you through our Services, any charges incurred in connection with such content, applications or services or anything that is or can be done with such content, applications or services even if we provide or bill you for such content, applications or services. All such content, applications or services is accessed or transmitted solely at your own risk.

25. To the maximum extent permitted by applicable law:

- > **we do not guarantee or warrant the performance, availability, coverage, uninterrupted use, security, pricing or operation of the Services, the Equipment or any products, content, applications, services, facilities, connections or networks used or provided by us or third parties (collectively, the "Offering");**
- > **you bear the entire risk as to the use, availability, reliability, timeliness, quality, security and performance of the**

Offering connections or networks; and

- > we do not make any express or implied representations, warranties or conditions, including warranties of title or non-infringement, or implied warranties of merchantable quality or fitness for a particular purpose, with regard to the Offering.

All representations, warranties and conditions of any kind, express or implied, are excluded to the maximum extent permitted by applicable law. To the maximum extent permitted by applicable law, no advice or information, whether oral or written, obtained by you from us, or our agents, distributors or representatives, creates any term, condition, representation or warranty not expressly stated in this Agreement.

You are solely responsible for the following matters:

- > maintaining the security and privacy of your property and your transmissions using the Services, the Equipment or our facilities or network; and
- > protecting against any breaches of security or privacy or other risks involved in installing, using, maintaining or changing the Services or the Equipment.

26. Unless otherwise specifically set out in this Agreement, to the maximum extent permitted by applicable law, we will not be liable to you or to any third party for:

- > any direct, indirect, special, consequential, incidental, economic or punitive damages, loss of profit or revenue; financial loss; loss of business opportunities; loss, destruction or alteration of data, files or software; breach of privacy or security; personal injury; death or any other foreseeable or unforeseeable loss, however caused, resulting or relating directly or indirectly from or relating to the Offering or any advertisements, promotions or statements relating to any of the foregoing, even if we were negligent or were advised of the possibility of such damages;
- > the denial, restriction, blocking, disruption or inaccessibility of any Services, including 9-1-1 or special needs services, Equipment or identifiers (including telephone numbers);
- > any lost, stolen, damaged or expired Equipment, identifiers, passwords, codes, benefits, discounts, rebates or credits;
- > any error, omission or delay in connection with the transfer of telephone numbers to or from another telecommunications service provider or any limitation connected thereto;
- > any acts or omissions of a telecommunications carrier whose facilities are used to establish connections to points that we do not serve; or
- > any claims or damages resulting directly or indirectly from any claim that the use, intended use or combination of the Offering or any material transmitted through the Services infringes the intellectual property, industrial, contractual, privacy or other rights of a third party.

These limits are in addition to any other limits on Fido's liability set out elsewhere in this Agreement and apply to any act or omission of ours and our employees, officers, directors, agents, distributors and representatives, whether or not the act or omission would otherwise be a cause of action in contract, tort or pursuant to any statute or other doctrine of law.

Limits on Fido's Liability for 9-1-1 Emergency Services Provided on a Mandatory Basis

27. In respect of the provision of 9-1-1 emergency services available through our wireless Services on a mandatory basis, we are not liable for:

- > libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over our network from your property or premises or recorded by your equipment or our equipment;
- > damages arising out of your act, default, neglect or omission in the use or operation of equipment provided by us;
- > damages arising out of the transmission of material or messages over our network on your behalf, which is in any way unlawful; or
- > any act, omission or negligence of other companies or telecommunications systems when their facilities are used in establishing connections to or from your facilities and equipment.

Except in cases where negligence on our part results in physical injury, death or damage to your property or premises, our liability for negligence related to the provision of 9-1-1 emergency services on a mandatory basis is limited to the greater of \$20 and three times the amount, if any, you would otherwise be entitled to receive as a refund for the provision of defective Service under the Agreement. However, our liability is not limited by this Section in cases of deliberate fault, gross negligence or anticompetitive conduct on our part or in cases of breach of contract where the breach results from our gross negligence.

Limits on Fido's Liability Relating to Phone Number Listing

28. Fido and the local exchange carriers furnishing directory listing services to Fido will not be held liable for any errors or omissions in the directory listing of your phone number made by Fido or such local exchange carriers, due to negligence or otherwise, whether or not the errors or omissions are with regards to your name, address, telephone number or any proprietary rights used in connection thereto.

Confidentiality of Your Information

29. Unless you provide express consent, or disclosure is pursuant to a legal power, all information regarding you that is retained by us, other than your name, address and listed phone number, is confidential and may not be disclosed by us to anyone other than:

- > you;
- > a person who, in our reasonable judgment, is seeking the information as your agent;
- > another telephone company, provided the information is required for the efficient and cost-effective provision of phone service and disclosure is made on a confidential basis, with the information to be used only for that purpose;
- > a company involved in supplying you with telephone or telephone directory- related services, provided the information is required for that purpose and disclosure is made on a confidential basis, with the information to be used only for that purpose;
- > an agent retained by us in the collection of your account or to perform other administrative functions for us, provided the information is required for and used only for that purpose;
- > an agent retained by us to evaluate your credit worthiness, provided the information is required for and is to be used only

for that purpose;

- > a law enforcement agency whenever we have reasonable grounds to believe that you have knowingly supplied us with false or misleading information or are otherwise involved in unlawful activities; or
- > a public authority or agent of a public authority if, in our reasonable judgment, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information.

Express consent may be taken to be given by you where you provide:

- > written consent;
- > oral confirmation verified by an independent third party;
- > electronic confirmation through the use of a toll-free number;
- > electronic confirmation via the Internet;
- > oral consent, where an audio recording of the consent is retained by us; or
- > consent through other methods, as long as an objective documented record of your consent is created by you or by an independent third party.

Personal information collected in connection with the provision of the Services may be stored and processed in or outside Canada and may be subject to the laws of other jurisdictions.

Term; Suspension; Termination

30. The term of the Agreement, and any applicable Commitment Period, starts on the Activation Date and becomes effective either for an indefinite term or for the term of your Commitment Period. At the end of your Commitment Period, your Service will automatically default to an indefinite term. Fido may contact you at any time to propose a renewal of your Commitment Period. If you do not wish to renew your Commitment Period, you will retain your monthly plan and continue to be governed by the Terms until those are changed or terminated in accordance with the terms of this Agreement.

31. Unless otherwise permitted by applicable law:

- > you may terminate all or any part of your Services or accounts upon no less than 30 days advance notice by contacting Fido at the appropriate points of contact specified in these Terms; and
- > Fido may terminate all or any part of your Services upon no less than 30 days advance notice to you at your billing address.

Applicable service charges continue to apply until the end of the notice period or until the Services are no longer accessible by you, whichever is later. The transfer of your telephone number to another telecommunications service provider constitutes a termination of the applicable Service(s) and an ECF may apply as set out in Section 8.

32. We may restrict, block, suspend or terminate any or all of your Services or accounts, including 9-1-1 service, or identifiers in any way, without notice or liability to you, if:

- > you are in breach of this Agreement, including non-payment of your charges or non-compliance with any Policies;
- > you do not maintain Service usage within the prescribed credit limit;
- > you exceed reasonable usage limits, as determined by us;
- > you have given us false, misleading or outdated information;
- > we reasonably suspect or determine that any of your account, identifiers, Services or Equipment is the subject of fraudulent, unlawful or improper usage or usage that adversely affects our operations or the use of our services or facilities by others;
- > you harass, threaten or abuse us or our employees or agents;
- > you fraudulently or improperly seek to avoid payment to us;
- > bankruptcy or insolvency proceedings are instituted by or against you;
- > any account or service on which your Services depend is terminated for any reason; or
- > we reasonably believe that there is an emergency or extreme circumstance that would warrant such action.

33. If we restrict, suspend, block or terminate your Services or accounts:

- > you must pay any amounts owing;
- > we may also suspend, block or terminate, without notice or liability, your Services or accounts under any other agreement or account that you may have with us or a Fido affiliate (including accounts that may be in good standing);
- > your access to emergency or special needs services (e.g., 9-1-1) may also be restricted, suspended, blocked or terminated; and
- > your rates for services with Fido affiliates may change in accordance with the terms of those services.

Arbitration

34. **To the extent permitted by applicable law**, unless we agree otherwise, any claim, dispute or controversy, whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future, arising out of or relating to the following items will be determined by final and binding arbitration to the exclusion of the courts:

- > the Agreement;
- > the Services or Equipment;
- > oral or written statements, advertisements or promotions relating to the Agreement, the Services or Equipment; or
- > the relationships that result from the Agreement.

35. **Where applicable**, arbitration will be conducted in the Province in which you reside, on a simplified and expedited basis by one arbitrator pursuant to the current laws and rules relating to commercial arbitration in the province or jurisdiction in which you reside on the date of the notice. Fido will pay all reasonable costs associated with any such arbitration.

Intellectual Property

36. All trademarks, copyright, brand concepts, names, logos and designs used by us are intellectual property assets, registered or otherwise, of, or used under license by, Fido Solutions Inc. or of one of its affiliates. All are recognized as valuable assets of their respective owners, and may not be displayed or used by you in any manner for

commercial purposes or copied in any manner for any purpose without the express prior written permission of the Fido Legal Department.

General

37. This Agreement, as amended from time to time, constitutes the entire agreement between you and Fido for the Services and supersedes all prior agreements, written or oral, with respect to the same subject matter. The respective obligations of the entities that may be defined as Fido in this Agreement are several and not joint. If any portion of this Agreement is unenforceable, the remaining provisions continue in full force. Our failure to enforce strict performance of any provision of this Agreement does not mean we have waived any provision or right. Neither the course of conduct between us, nor trade practice, modifies any provision of this Agreement. This Agreement enures to the benefit of and is binding on you, your heirs and your legal personal representatives and on your and Fido's respective successors and assigns. You may not assign or transfer this Agreement without our prior consent. We may assign or transfer this Agreement or any of our rights or obligations hereunder without your consent. The provisions of Sections 8, 23, 24, 25, 26, 27, 28, 29, 30, 31, 33, 34, 35, 36, 37, 38 and any other provision which by law or by its nature should survive, shall survive the termination or expiry of all or any part of this Agreement. These Terms have been drawn up in the English language at the express request of the parties. La présente convention a été rédigée en anglais à la demande expresse des parties.

Governing Law

38. This Agreement is governed exclusively by the laws of the province in which your billing address is located, but if your billing address is outside of Canada, this Agreement is governed exclusively by the laws of the province of Ontario and you submit to the jurisdiction of the courts of Ontario. **Please note that your rights and remedies may vary by province.**

Fido Prepaid Service

39. If you have selected Fido Prepaid Service, the above terms and conditions will apply, subject to the following:
- > Prepaid airtime vouchers are only available in conjunction with Fido Prepaid Service.
 - > Prepaid airtime vouchers or other airtime credits applied to your account are non refundable and are valid for 3 years.
 - > All credits to your account will expire within a pre-determined period from the date your account was last credited. This period varies and is based on the amount of the prepaid airtime voucher or the refill. However, if you refill your account before the expiry date, and the current validity period of your account and that of the voucher purchased are different, the longer period of the two will prevail.
 - > If your account balance remains at zero for six consecutive months or if required payments toward your account are not made or are returned, for any reason, your wireless identifier (e.g., telephone number or PIN number, SIM card) will be deactivated.
 - > Prepaid airtime is calculated by the minute.
 - > Every month, a fee will be debited from your account balance for 9-1-1 emergency service. However, there is no airtime charge for calls made from your wireless device to 9-1-1.
 - > We are not responsible for the loss, theft or unauthorized use of prepaid airtime vouchers.
 - > Even if you notify us of the loss or theft of your Equipment or SIM card, any unused credit on your account will not be reimbursed.

Notices

40. All legal notices must be forwarded to:
Fido Solutions Inc., Legal Department, 1200 McGill College Avenue, Suite 800, Montréal, Quebec H3B 4G7.

Contact Us

41. To contact Fido: by telephone, call 1-888-481-3436 or, from your wireless phone, call 611, free of charge; on-line at fido.ca or in writing to:
Fido Customer Service, 800 De La Gauchetière Street West, Suite 4000, Montréal, Quebec H5A 1K3

Acceptable Use Policy

When using our Services, our products or your wireless device or equipment, you must comply with the applicable laws and all of our policies and rules regarding the use of the Services. Without limitation, you may not use (or allow anyone else to use) our Services, our products or your wireless device or equipment to directly or indirectly:

- a. access the Internet via the Services using Internet Protocol (IP) addresses other than the IP address(es) assigned to you by us;
- b. invade another person's privacy or collect or store personal data about other users; "stalk" or harass another person or entity; harm minors; unlawfully use, possess, post, upload, transmit, disseminate or otherwise make available obscene, profane or pornographic material; post, upload, transmit, disseminate or otherwise make available content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, deceptive or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, upload, transmit, disseminate or otherwise make available objectionable information, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any municipal, provincial, federal or international law, order or regulation;
- c. access any computer, software, data or any confidential, copyright-protected or patent-protected material of any other person, without the knowledge and consent of that person, or use any tools designed to facilitate access, such as "packet sniffers";
- d. upload, post, publish, deface, modify, transmit, reproduce, distribute in any way or otherwise make available information, software or other material protected by copyright or other proprietary or contractual right (such as a non-disclosure agreement) or related derivative works, without obtaining permission of the copyright owner or rightholder;
- e. copy, distribute, sublicense or otherwise make available any software we provide or make available to you, except as authorized by us;
- f. alter, reproduce, or tamper with the Services or any function, component or identifier of your wireless device or equipment, such as the International Mobile Equipment Identity (IMEI) that is not meant to be altered, reproduced or tampered with;
- g. restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet, the Services or any device or equipment used to connect to the Services, or create an unusually large burden on our network, including, without limitation, posting, uploading, transmitting or otherwise making available information or software containing a virus, lock, key, bomb, worm, Trojan horse or other harmful, limiting, destructive or debilitating feature; distributing mass or unsolicited e-mail ("spam"); or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information; or to use the Service in an abusive manner in connection with any unlimited plans, options or promotions;
- h. disrupt any backbone network nodes or network service, or otherwise restrict, inhibit, disrupt or impede our ability to monitor or deliver the Services, our transmissions or data;
- i. interfere with computer networking or telecommunications service to or from any Internet user, host, provider or network, including but not limited to denying service attacks, overloading a service, improperly seizing or abusing operator privileges ("hacking"), or attempting to "crash" a host;
- j. use the Services for anything other than your own personal purposes (such as reselling the Services, providing Internet access or any other feature of the Services to any third party) or share or transfer your Services without our express consent;
- k. operate a server in connection with the Services, including, but not limited to, mail, news, file, gopher, telnet, chat, Web, or host configuration servers, multimedia streamers or multiuser interactive forums;
- l. impersonate any person or entity, including, but not limited to, a Fido official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- m. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services; or
- n. port scan a person's computer without that person's consent, or use any tools designed to facilitate these scans.

In addition to our termination rights set out elsewhere in the Fido Terms and Conditions, we may suspend or terminate your Services and your agreement, without notice to you, if you engage in one or more of the prohibited activities listed above. Additionally, you may be charged for any costs incurred by us or our affiliate(s) in connection with your breach of the terms of this Policy, including, without limitation, costs incurred to enforce your compliance with this Policy.