

fido 

GET TO KNOW FIDO

fido



Valid as of May 17, 2016

FIDO TERMS AND CONDITIONS

The following terms and conditions of service (these “**Terms**”) govern your use of the Services. Your service agreement (as may be amended) any Fido brochure or online material describing the plans, features, services or products you have subscribed to or purchased, any applicable user guides that are currently in effect, and any other materials incorporated by reference (collectively, the “**Materials**”) together with these Terms constitute our agreement with you (“**Agreement**”). You may have more than one Agreement with us. If there is any inconsistency between the Materials and these Terms, these Terms will prevail.

Throughout this document:

- **Commitment Period** means a committed period of time, as indicated on an Agreement;
- **Equipment** means any device, equipment or hardware used to access the Services (as defined below) or used in conjunction with the Services, including any SIM (Subscriber Identity Module) card;
- **Month-to-Month Services** means any Services that you subscribe to on an ongoing basis, but not with a Commitment Period (as defined below);
- **Pay-Per-Use Services** means any Services that you receive from Fido on a per-usage basis (which may be a one-time usage, or usage for a set period of time, such as one day or one week), but not on an ongoing basis;
- **Residents of Newfoundland** means residents of Newfoundland and Labrador who enter into an Agreement to which the *Consumer Protection and Business Practices Act* (Newfoundland and Labrador) applies;
- **Residents of Québec** means residents of Québec who enter into an Agreement to which the *Consumer Protection Act* (Québec) applies;
- **Service or Services** means the Fido services that you subscribe to or purchase under a service agreement or receive from or through Fido, including wireless and residential services;
- **Term Services** means any Services that you subscribe to for a Commitment Period; and
- **us, we, our and Fido** means Fido, operated by Rogers Communications Canada Inc.

Your account information may be disclosed to Fido’s affiliates, including other members of the Rogers Communications Inc. organization, and to our agents, authorized dealers and distributors, to service your account, respond to your questions, telemarket (including by way of automatic dialing and announcing devices), and promote products and services offered by Fido and the other members of the Rogers Communications Inc. organization. If you do not wish to receive these offers or information, please contact our Customer Service at 1-888-481-3436.

By entering into an Agreement, you:

- authorize Fido to obtain information about your credit history and agree that Fido may provide information to others about your credit experience with Fido;
- accept all provisions of the Agreement, including those set forth in the Materials and 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 have provided to us is up-to-date and accurate; and
- agree to notify us of any change in your information.

Amendment Provisions applicable only to wireless Services and wireless Agreements:

Unless otherwise specified in an Agreement, we may change, at any time, but upon no less than **30** days' prior written notice to you: a) with respect to a Month-to-Month Service, any charges, features, content, functionality, structure or any other aspects of the Month-to-Month Service, as well as any term or provision of the Agreement for that Month-to-Month Service, and b) with respect to a Term Service, any charges, features, content, functionality, structure or any other aspects of the Term Service, as well as any term or provision of the Agreement for that Term Service, other than a Key Term (as defined below), unless the change benefits you. The written notice will be provided to you by bill message, text message, letter or e-mail and will explain the amendment and when it will take effect.

A "**Key Term**" means (i) the services included in the Term Service and any limits on the use of those services, (ii) the minimum monthly charge for the Term Service, (iii) the Commitment Period of the Term Service, (iv) the Early Cancellation Fee (as defined below) amount and calculation as set out in the Agreement for that Term Service, and (v) the Device Unlock Fee as set out in your Agreement for that Term Service. Pay-Per-Use Services are subject to availability, and the pricing and nature of any Pay-Per-Use Service may be changed or terminated by Fido at any time without prior notice to you.

Amendment Provisions applicable to residential Services and residential Agreements:

Not applicable to Residents of Newfoundland and Residents of Québec:

Unless otherwise specified in an Agreement, we may change, at any time, any charges, features, content, functionality, structure or any other aspects of the Month-to-Month Services or the Term Services, as well as any term or provision of an Agreement, upon notice to you by bill message, text message, letter or e-mail. If you do not accept such change, your sole remedy is to terminate the affected Services or Agreement within **30** days of your receipt of our notice of change (unless we specify a different notice period), by providing us with advance notice of termination pursuant to Section 40.

Pay-Per-Use Services are subject to availability, and the pricing and nature of any Pay-Per-Use Service may be changed or terminated by Fido at any time without prior notice to you.

Applicable only to Residents of Newfoundland and Residents of Québec:

Unless otherwise specified in an Agreement, we may change, at any time, but upon no less than **30** days' prior written notice to you: a) with respect to a Month-to-Month Service, any charges, features, content, functionality, structure or any other aspects of the Month-to-Month Service, as well as any term or provision of the Agreement for that Month-to-Month Service, and b) with respect to a Term Service, any aspects of the Term Service, as well as any term or provision of the Agreement for that Term Service, other than the price, term or nature of that Term Service or any other essential elements of the Term Service or that Agreement. The written notice will be provided to you by bill message, text message, letter or e-mail and will contain the new or amended term or provision, the former version of that term or provision (if applicable), the date that the amendment will come into force, and your rights which are described as follows. If a change to a Month-to-Month Service or a Term Service entails an increase in your obligations or a decrease in our obligations and if you do not accept such a change, you may terminate the affected Services without an Early Cancellation Fee (as defined below) by sending us a notice to that effect no later than **30** days after the amendment takes effect. Pay-Per-Use Services are subject to availability, and the pricing and nature of any Pay-Per-Use Service may be changed or terminated by Fido at any time without prior notice to you.

Charges; Account and Payment Information

1. Charges will commence on the date of the initial activation of the Services or the Equipment, whichever is earlier (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 **6** 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 wireless accounts. You will receive separate invoices for your Fido wireless and Fido residential 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 or statement. 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 we do not **receive** payment of an amount due on your account by the specified required payment date, it will be subject to a late payment charge of **2%** per month. This late payment charge will accrue on a daily basis and will be calculated and compounded monthly on the outstanding amount (**26.82%** per year) from the date of the first bill on which it appears until the date we receive that 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. **Not applicable to Residents of Québec:** 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 price plan;
- change of any identifier (e.g., phone number); and/or
- the restoral of Service.

A list of such charges is available on request, or at

<http://www.fido.ca/charges>, and is incorporated into these Terms by reference.

6. **Applicable only to Residents of Québec:** Administrative charges may be levied for administration or account processing activities in connection with your account, including as a result of the change of any price plan or identifier (e.g., phone number). A list of such charges is available on request, or at <http://www.fido.ca/charges>, and is incorporated into these Terms by reference.
7. When roaming off Fido's facilities or networks, 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.
8. Any questions or discrepancies regarding charges must be reported to us within **90** days of the date of our invoice or other statement. Failure to notify us within this time period will constitute your acceptance of such charges. If any of those discrepancies resulted in unauthorized or incorrect charges on your account, then we will reverse those charges within **30** days of receiving notice from you.
9. Unless otherwise set out in the Materials, if you agree to subscribe to any Term Services, you may be subject to an early cancellation fee, as described in an Agreement ("**Early Cancellation Fee**"), for the early cancellation of your Term Service prior to the end of the applicable Commitment Period. Any decrease in your Commitment Period may be subject to a fee. **If your Term Service is terminated prior to the end of the Commitment Period, you will pay us an Early Cancellation Fee as specified in your Agreement for that Term Service, plus taxes.**
10. 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.
11. Changes to your account (e.g., monthly airtime plan, options or identifiers) may not take effect until after your next billing date.

Credit Requirements

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, if your balance, including unbilled usage and pending charges,

fees and adjustments, exceeds this limit. Recurring service charges continue to apply during any suspension of Services.

Identifiers

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

Policies and Acceptable Use

14. 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, which are incorporated into these Terms by reference. We will provide you with notice of the Policies and of changes to the Policies. Our Acceptable Use Policy accompanies these Terms.

It is also available at <http://www.fido.ca/terms>. In addition, when using certain other services, you may be subject to additional terms (which may be posted from time to time) applicable to such services and which may be incorporated by reference into an Agreement.

15. 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.

Your Content

16. You grant us the following world-wide, royalty-free and non-exclusive licences with respect to content you make available for inclusion on publicly accessible areas of the Services, as applicable:

- With respect to photos, graphics, audio and audiovisual content: the licence to use, distribute, reproduce, modify, compress, adapt, publicly perform, publicly display and communicate by telecommunication the content on the Services solely for the purpose for which it was made available. This licence exists only for as long as you elect to continue to include the content on the Services and terminates when you or we remove such content from the Services.
- With respect to all other content (other than photos, graphics, audio and audiovisual content): the perpetual, irrevocable and fully sublicensable licence to use, distribute, reproduce, modify, compress, adapt, publish, translate, communicate by telecommunication, publicly perform and publicly display, and to incorporate it into other works in any format or medium now known or later developed.

"Publicly accessible" areas of the Services are those areas of the Services that are intended by us to be available to the general public, e.g., online message boards that are open to both registered members and visitors. Publicly accessible areas of the Services do not include those portions of the

Services that are only accessible by registered members or intended for private communication, e.g. e-mail and instant messenger.

17. We have the right, but not the obligation, to monitor or investigate any content that is transmitted using the Services (other than voice 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 an Agreement or any Policies, or protect ourselves, our customers or the public. We may move, remove or refuse to post any content, information or materials, in whole or in part, that we decide are unacceptable, undesirable or in violation of an Agreement.

Equipment

18. Except for Equipment that you have fully paid for, all Equipment installed or provided by us remains our property and you agree that:
- you will take reasonable care with such Equipment;
 - you may not sell, lease, mortgage, transfer, assign or encumber such Equipment;
 - you may not re-locate such Equipment without our knowledge and permission; and
 - you will return such Equipment to us at your own expense upon termination of the Services to which the Equipment is related.

If such Equipment is lost, stolen or damaged or sold, leased, mortgaged, transferred, assigned, encumbered or not returned, you agree to pay us the undiscounted retail value of such Equipment, together with any costs incurred by us in seeking possession of such Equipment.

19. Purchased and rental Equipment are restricted to be used only with Fido Services at the service address identified on your account. If you attempt to tamper with any Equipment, it may become permanently unusable and may violate the software licence agreement for that Equipment.
20. Equipment that you purchase from us is new, unless otherwise indicated. Rental Equipment is refurbished, unless otherwise indicated, and is based on availability.
21. Your Equipment may be covered by a manufacturer's or other warranty. Please see the materials accompanying your Equipment for warranty information and details, including coverage, duration and how you may make a claim under the warranty.
22. Any Equipment provided to you for **\$0** is provided as a rebated good and not a free good.
23. You authorize us and our representatives to enter or have access to your premises as necessary at mutually agreed upon times to install, maintain, inspect, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of our services, the Equipment or our facilities or networks. If any of your Services or accounts have been terminated, then you authorize us and our representatives to enter or have access to your premises to disconnect the Services, as applicable.

24. You must immediately notify us, at any of the points of contact specified in these Terms, if your Equipment is lost, stolen or destroyed. You are responsible for the cost of replacing your Equipment. If you then wish to terminate your Term Services, your obligations under the Agreement for those Term Services, including any Early Cancellation Fee, will apply.
25. Equipment and related software may have to meet certain minimum requirements and be maintained in certain ways and in certain locations in order to access the Services or for the proper operation of the Services (e.g., 9-1-1 services). Those requirements may change from time to time and you are responsible for updating or maintaining your Equipment and software as necessary to meet those requirements. We may provide software updates for the Equipment for the continued operation of the Services or the Equipment. Likewise, sometimes we may have to modify or remove previous software features in order to introduce new features to ensure that the Equipment remains compatible with technological advancements. If your Equipment or software is not up to date, we may not be able to provide you with applicable customer support.

Software and Content

26. Any software, content (including, without limitation, ring tones, full music tracks, graphics, video clips, applications and games) and/or accompanying documentation that we provide or sell to you or that you receive or purchase through Fido or our third party storefronts is for your own personal, non-commercial use, may not be copied, modified, distributed, transferred or sold and remains our property or that of our licensors or content providers, as applicable. You may not reverse engineer, decompile, disassemble, modify, alter or tamper with any of this software, nor attempt to defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any software protection mechanisms. You will take reasonable steps to protect such software, or content and/or documentation from theft, loss or damage. Such software or content may from time to time automatically and, without notice to you, cause your Equipment to access the Internet incurring data usage and/or overage charges. You must review and agree to any applicable end user licence agreement of Fido, our licensors or content providers. Unless otherwise provided in the applicable end user licence agreement, all end user licence agreements will terminate upon termination of the applicable Agreement.

No Warranties

27. You acknowledge and understand that the Services or access to the Services, including 9-1-1, public alerts 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;
 - if you install certain third party applications on your Equipment;
 - in the event of a network outage or extended power failure;
 - if you tamper with or, in some cases, move the Equipment; or
 - following suspension or termination of your Services or account.

28. Neither Fido nor its affiliates, partners, licensors, dealers, representatives, suppliers and agents (and their respective employees, officers, directors, shareholders and representatives) (collectively, "**Fido Parties**") are responsible or liable to you for any software, content, products or services provided to you or accessible by you through the Services, any charges incurred in connection with such software, content, products or services or anything that is or can be done with such software, content, products or services even if you are billed for such software, content, products or services. Fido may limit the amount of software, content products or services that you may purchase. All such software, content, products or services is accessed or transmitted solely at your own risk.

29. **Not applicable to Residents of Québec: To the maximum extent permitted by applicable law:**

- **the Fido Parties 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; and**
- **the Fido Parties 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 the Fido Parties creates any term, condition, representation or warranty not expressly stated in an Agreement.

You are solely responsible for the following matters:

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

30. **Applicable only to Residents of Québec: To the maximum extent permitted by law:**

- **the Fido Parties do not guarantee or warrant the performance, availability, coverage, uninterrupted use, security, pricing or operation of the Services 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; and
- the Fido Parties 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.

You are solely responsible for the following matters:

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

Limitations of Liability

31. **Not applicable to Residents of Québec:** Unless otherwise specifically set out in an Agreement, to the maximum extent permitted by applicable law, the Fido Parties will not be liable to you or to any third party for:

- any direct, indirect, special, consequential, incidental, economic or punitive damages (including 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 property damage, 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 performance, availability, reliability, timeliness, quality, coverage, uninterrupted use, security, pricing or operation of the Offering;
- the denial, restriction, blocking, disruption or inaccessibility of any Services, including 9-1-1, public alerts 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 the Fido Parties' liability set out elsewhere in an Agreement and apply to any act or omission of the Fido Parties, 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.

32. Applicable only to Residents of Québec: Unless otherwise specifically set out in an Agreement, and except for damages resulting from a Fido Party's own act, the Fido Parties will not be liable to you or to any third party for:

- any damages (including 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 or property damage) resulting or relating directly or indirectly from or relating to the Offering;
- the performance, availability, reliability, timeliness, quality, coverage, uninterrupted use, security, pricing or operation of the Offering;
- the denial, restriction, blocking, disruption or inaccessibility of any Services, including 9-1-1, public alerts 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.

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

33. In respect of the provision of 9-1-1 emergency services available through the 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 **3** times the amount, if any, you would otherwise be entitled to receive as a refund for the provision of defective Service under an 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

34. 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.

Indemnification

35. You will indemnify and hold harmless the Fido Parties from and against any claims, losses, damages, costs and expenses (including, without limitation, reasonable legal fees and other litigation expenses) incurred by the Fido Parties relating to your violation, alleged violation or misappropriation of any intellectual property, industrial, contractual, privacy or other rights of a third party or any alleged libel or slander by a third party against you.

Privacy and Confidentiality of Your Information

36. Our corporate and online Privacy Policies are available at <http://www.fido.ca/terms>. To contact our Privacy Officer in order to access, or obtain more information about, your personal information held by Fido, make a privacy-related complaint, or obtain a copy of our Privacy Policies: e-mail us at privacy@fido.ca; or write to Chief Privacy Officer, Fido Solutions, 333 Bloor Street East, Toronto, Ontario, M4W 1G9.

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.

Unless you provide express consent, or disclosure is required pursuant to a legal power, all information regarding you kept by us, other than your name, address and listed telephone 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 telephone 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 creditworthiness, 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 to disclosure may be obtained as follows:

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

Term; Suspension; Termination

37. The term of an Agreement, and any applicable Commitment Period, starts on the Activation Date and shall continue indefinitely until terminated in accordance with the provisions of that Agreement or applicable law. At the end of your Commitment Period, your Service will automatically default to a Month-to-Month 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 these Terms until those are changed or terminated in accordance with the terms of that Agreement.

38. Not applicable to Residents of Newfoundland and Residents of Québec:

Unless otherwise permitted by applicable law:

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

39. Applicable only to Residents of Newfoundland:

Unless otherwise permitted by applicable law:

- you may terminate any or all of your Services and any corresponding Agreement at any time by contacting Fido at the appropriate points of contact specified in these Terms;
- Fido may terminate any or all of your Services or accounts and any corresponding Agreement upon no less than **60** days' advance notice to you at your billing address, unless you are in default of your obligations pursuant to an Agreement, including one of the events of default described in Section 42 below;
- if you have subscribed to a Term Service, then we may terminate such Service only if you are in default of your obligations under the Agreement for that Term Service or we no longer have the technical ability to provide that Term Service; and
- if your account has a credit balance over **\$10** on your final invoice, then we will refund that balance to you within **60** days of the date of that invoice. Discretionary credits will not be refunded.

40. Applicable only to Residents of Québec:

Unless otherwise permitted by applicable law:

- you may terminate any or all of your Services and any corresponding Agreement at any time by contacting Fido at the appropriate points of contact specified in these Terms;
- Fido may terminate any or all of your Services or accounts and any corresponding Agreement upon no less than **60** days' advance notice to you at your billing address, unless you are in default of your obligations pursuant to an Agreement, including one of the events of default described in Section 42 below; and
- if you have subscribed to a Term Service, then we may terminate such Service only if you are in default of your obligations hereunder, pursuant to Sections 1604, 2126 and 2129 of the *Civil Code of Québec*.

41. If you terminate any Services, cancellation takes effect on the day that Fido receives notice of the cancellation or a future date specified therein (if applicable). Applicable charges continue to apply until that date. However, if you only terminate an internet service add-on, applicable charges continue to apply until your next billing date for that add-on. The transfer of your Service (including your telephone number) to another service provider constitutes a termination of the applicable Service(s), and an Early Cancellation Fee may apply as set out in Section 9.

42. In addition to our rights to terminate your Services pursuant to Sections 38, 39 and 40, to the extent permitted by applicable law, we may restrict, block, suspend, disconnect 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 an 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 fail to provide or maintain a reasonable security deposit or alternative when requested to do so by us;
- you agree to a deferred payment plan with us and fail to comply with the terms of the plan;
- 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, facilities or networks by others;
- you harass, threaten or abuse us or our employees or agents;
- you fraudulently or improperly seek to avoid payment to us;
- we need to install, maintain, inspect, test, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of the Services, the Equipment or our facilities or networks;
- 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.

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

- you must pay any amounts owing;
- we may also suspend, block, disconnect or terminate, without notice or liability, your Services under any other agreement or account that you may have with us or a Fido affiliate (including accounts that may be in good standing);
- you may be charged for any costs incurred by us or any Fido affiliate in connection with your breach of these Terms, including costs incurred to enforce your compliance;
- 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

44. **Not applicable to Residents of Québec: 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:

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

45. **Not applicable to Residents of Québec: Where applicable**, arbitration will be conducted in the province in which you reside, on a simplified and expedited basis by **1** 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. Any such arbitration will be conducted in accordance with our Arbitration Protocol, which is available at <http://www.fido.ca/terms>.

Intellectual Property

46. 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. 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.

Entire Agreement

47. An Agreement, as amended from time to time, constitutes the entire agreement between you and Fido for the Services subscribed to under that Agreement and supersedes all prior agreements, written or oral, with respect to the same subject matter. These Terms cannot be changed by you.

The following provision does not apply to Residents of Québec: No sales representative, dealer, agent, officer or employee of Fido has the authority to change or modify these Terms, except pursuant to an official revised version of these Terms, and you may not rely on any such change or modification.

General

48. The respective obligations of the entities that may be defined as Fido in an Agreement are several and not joint. If any portion of an Agreement is unenforceable, the remaining provisions continue in full force. Our failure to enforce strict performance of any provision of an 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 an Agreement. An Agreement enures to the benefit of and is binding on you, your heirs and your legal personal representatives and on you and Fido's respective successors and assigns. You may not assign or transfer an Agreement without our prior consent. We may assign or transfer an Agreement or any of our rights or obligations hereunder without your consent. The provisions of Sections 9, 27-36 and 38-49 survive termination of an Agreement. These Terms have been drawn up in the English language at the express request of the parties. Les présentes modalités ont été rédigées en anglais à la demande expresse des parties.

Governing Law

49. An Agreement is governed exclusively by the laws of the province in which your billing address is located and you submit to the exclusive jurisdiction of the courts of such province, but if your billing address is outside of Canada, that 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 Services

50. The following additional terms apply to Fido prepaid services:

- you can check your usage balance from your Fido prepaid device by calling *611 (it's a free call);
- deposits into your account for Fido prepaid services are non-refundable;
- if you are entitled to a credit to your account, the credit will be valid only for a certain specified period following the initial activation of your Equipment to Fido prepaid services;
- we will deduct a 9-1-1 Emergency Access Fee for the provision of access to 9-1-1 service and any applicable 9-1-1 provincial government fee, once per month from your account (there is no airtime charge for calls made from your wireless device to 9-1-1); and
- if your account balance remains at **0** for **6** 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) will be deactivated.

How to Contact Us

51. To contact Fido, go online at <http://www.fido.ca/contactus> to use our live chat; to inquire about your wireless Services call 1-888-481-3436 or, from your Fido wireless phone, call 611, free of charge; to inquire about your internet Services call 1-888-236-3436 or, from your Fido wireless phone, call *388, free of charge; for more options, write to Fido Customer Service, 800 De La Gauchetière Street West, Suite 4000, Montréal, Québec, H5A 1K3.

52. Any notice of a claim must be given to the Fido Legal Department, 800 De La Gauchetière Street West, Suite 4000, Montréal, Québec, H5A 1K3.

53. Any notice shall be deemed to have been given on the date on which it was sent by the party giving the notice.

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ACCEPTABLE USE POLICY

Please direct any questions or comments regarding this Acceptable Use Policy (“**AUP**”) and complaints of violations of this AUP by subscribers to internetabuse@fidomobile.ca. Except where otherwise indicated, “**you**” and “**your**” means you and every person who uses the Services through your account.

Introduction

When using our services, the Equipment, our facilities or networks and any products, content, applications or services in conjunction with the Services or Equipment, you must comply with all applicable laws, and our policies, rules and limits including this AUP. This AUP supplements and is incorporated into the Fido Terms and Conditions (the “**Terms**”), which accompanies this AUP. It is also available at <http://www.fido.ca/terms>. Unless otherwise defined in this AUP, defined terms have the meanings given to them in the Terms.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND THIS AUP, AS AMENDED FROM TIME TO TIME, YOU SHOULD IMMEDIATELY STOP USING THE SERVICES AND NOTIFY FIDO THAT YOU ARE TERMINATING THE SERVICES.

Prohibited Activities

Without limitation, you may not use (or allow anyone else to use) our Services to:

1. use, possess, post, upload, transmit, disseminate or otherwise make available content that is unlawful or violates the copyright or other intellectual property rights of others (as described in more detail below);
2. participate in any illegal soliciting or gaming schemes;
3. attempt to use the Services in such a manner so as to avoid incurring charges for usage;
4. participate in any fraudulent activities, including impersonating any person or entity or forging anyone else’s digital or manual signature. You assume all risks regarding the determination of whether material is in the public domain;
5. access the Internet via the Services using Internet Protocol (IP) addresses other than the IP address(es) assigned to you by us;
6. invade another person’s privacy, collect or store personal data about other users, or stalk or harass another person or entity;
7. 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**”;
8. 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;
9. use, reproduce, distribute, sell, resell or otherwise exploit the Services or content we provide or which you obtain through the Services for any commercial purposes;
10. copy, distribute, sub-license or otherwise make available any software or content we provide or make available to you or which you obtain through the Services, except as authorized by us;
11. alter, reproduce, or tamper with the Services or any function, component or identifier of your Equipment, such as the Electronic Serial Number (ESN) or the International Mobile Equipment Identity (IMEI) that is not meant to be altered, reproduced or tampered with;

12. restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet, the Services or any Equipment used to connect to the Services, or create an unusually large burden on our networks, 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 other messages, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information, or to use the Services in an abusive manner in connection with any unlimited packages, options or promotions;
13. disrupt any backbone network nodes or network service, or otherwise restrict, inhibit, disrupt or impede our ability to monitor or deliver the Services, any transmissions or data;
14. interfere with computer networking or telecommunications service to or from any Internet user, host, provider or network, including, without limitation, denying service attacks, overloading a service, improperly seizing or abusing operator privileges ("**hacking**"), or attempting to "**crash**" a host;
15. 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;
16. operate a server in connection with the Services, including, without limitation, mail, news, file, gopher, telnet, chat, Web, or host configuration servers, multimedia streamers or multi-user interactive forums;
17. impersonate any person or entity, including, without limitation, a Fido official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
18. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services; or
19. port scan a person's computer or wireless device without that person's consent, or use any tools designed to facilitate these scans.

Unlawful or Inappropriate Content

Any Fido Party reserves the right to move, remove or refuse to post any content, in whole or in part, that it, in its sole discretion, decide are unacceptable, undesirable or in violation of the Terms or this AUP. This includes, without limitation:

1. obscene, profane, pornographic content;
2. defamatory, fraudulent or deceptive statements;
3. threatening, intimidating, abusive or harassing statements;
4. content that violates the privacy rights or intellectual property rights of others;
5. content that unlawfully promotes or incites hatred;
6. content that is otherwise offensive or objectionable; or
7. 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.

For purposes of this AUP, "**content**" refers to all forms of communications including, without limitation, text, graphics (including photographs, illustrations,

images, drawings, logos), executable programs, audiovisual recordings, and audio recordings.

Security

As set out above, you are responsible for any misuse of the Services, by you or by any other person with access to the Services through your Equipment or your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services through any means, including, without limitation, wireless networking and wired networking. The Services may not be used to breach the security of another user or to attempt to gain access to any other person's equipment, software or data, without the knowledge and consent of such person. Additionally, the Services may not be used in any attempt to circumvent the user authentication or security of any host, network, or account, including, without limitation, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited. You may not disrupt the Services. The Services also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to **"crash"** a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature is also prohibited. You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device. You may not access the Services using a **"rooted"** or **"jailbroken"** device. In particular, Fido recommends against enabling file or printer sharing of any sort. Fido recommends that any files or services you do choose to make available for remote access be protected with a strong password or as otherwise appropriate. You agree to treat as confidential all access codes, personal identification numbers and/or other passwords that we may provide to you for use with the Services.

Unsolicited Communications

As set out above, the Services may not be used to send unsolicited, bulk or commercial messages or for any other unsolicited communications. This includes, without limitation, using automatic dialing and announcing devices to or otherwise make unsolicited voice or facsimile calls and bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such communications may only be directed to those who have explicitly requested it. The Services may not be used to send messages to any individual who has indicated that he/she does not wish to receive messages from you. The Services may not be used to collect responses from unsolicited e-mail messages sent from accounts on other Internet hosts or e-mail services that violate this AUP or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail messages may not direct the recipient to any web site or other resource that uses the Services. Forging, altering or removing e-mail headers is prohibited. You may not reference any Fido network

(for example, by including “**Organization: Fido**” in the header or by listing an IP address that belongs to a Fido network in any unsolicited e-mail even if that e-mail is not sent through a Fido network. “**Mail bombing**” is prohibited. That is, you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings. Fido is not responsible for the forwarding of e-mail sent to any account that has been suspended or terminated. Such e-mail will be returned to sender, ignored, deleted, or stored temporarily, at Fido’s sole discretion.

User-Generated Content Services

“**User-Generated Content Services**” or “**UGC Services**” refers to any services that allow an end user to post, upload or generate content online to be shared with a limited or unlimited number of recipients and may include, without limitation: newsgroups, online forums, message boards, chat programs, wiki’s, photo sharing services, customer review sites, video sharing services, blogs and web hosting.

Any User-Generated Content Services accessed through the Services must be used in accordance with the following:

1. you must comply with the UGC Service’s written charter, policies or FAQs;
2. you may only post advertisements, solicitations, or other commercial messages in the UGC Service if that service’s charter, policies or FAQs explicitly permit them;
3. you are responsible for determining the policies of the UGC Service before using it;
4. you must adhere to daily volume, file size and format restrictions of any UGC Service;
5. unless otherwise specified in the UGC Service’s charter, policies or FAQs, you must not forge, alter or remove any information from the UGC Service;
6. the Fido Parties have no obligation to monitor the content of any UGC Service and the Fido Parties are not liable for any claims, losses, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs and expenses arising out of or relating to the content of any such service;
7. you must not use the UGC Service to perform “**flooding**”, which refers to deliberately repeating actions in quick succession in order to fill the screens of other Internet users with text or other content;
8. any computer or other device connected through the Services may not maintain more than two simultaneous chat connections including, without limitation, the use of automated programs, such as “**bots**” or “**clones**”. Automated programs may not be used when the account holder is not physically present at the device;
9. you must not use the Services to send messages that disrupt another user’s equipment, software, hardware or user display; and
10. you must not forge, alter or obscure your identity (other than using a nickname) while participating in the UGC Service.

Usage, Data Storage and Other Limitations

You must comply with the then current usage, data storage and other limitations on your applicable Services. You must also ensure that your activity does not improperly restrict, inhibit, or degrade any other subscriber's use of the Services, nor represent (in the sole judgment of Fido) an unusually large burden on our networks. In addition, you must ensure that your activity does not improperly restrict, inhibit, disrupt, degrade or impede Fido's ability to deliver the Services, and monitor and investigate the Services, backbone, network nodes, and/or other network services or components. You may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without the written consent of Fido. For example, you cannot provide Internet access to others through a dial up connection, host shell accounts over the Internet, provide e-mail or news service, or send a news feed. The Services are consumer products designed for personal purposes. For example, the Services do not provide the type of security, upstream performance and total downstream throughput capability typically associated with commercial use. You may not run a server in connection with the Services. You may not provide network services to others via the Services. In addition, you are prohibited from running servers for mail, http, ftp, irc, and dhcp, and multi-user interactive forums.

Your use of the Services may be subject to a usage limit, as set out in your Agreement. If you exceed that limit, you may be subject to additional usage charges.

Network Management

We reserve the right to manage our networks in order to optimize their efficiency for the benefit of our subscribers, including, without limitation, by way of the following: rate limiting (speed), rejection or removal of spam or otherwise unsolicited bulk e-mail, anti-virus mechanisms, and protocol filtering. We may take any other action we deem appropriate in order to help ensure the integrity of the network experience for all subscribers.

Violation of this Acceptable Use Policy

As set out in the Terms, we have the right, but not the obligation, to monitor or investigate any content that is transmitted using the Services (other than voice Services) or the Equipment; and to access or preserve content or information in accordance with the Terms. We prefer to advise subscribers of inappropriate behavior and any necessary corrective action. However, if the Services are used in a way that we, in our sole discretion, believe violates this AUP, any of the Fido Parties may take any responsive actions they deem appropriate. Such actions may include, without limitation, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and/or the immediate suspension or termination of all or any portion of the Services or your account. The Fido Parties will have no liability for any such responsive actions. The above described actions are not exclusive remedies and the Fido Parties may take any other legal or technical action deemed appropriate. Upon termination of an account, any of the Fido Parties are authorized to delete any files, programs, data and e-mail messages associated with such account. The failure to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to

do so at any time. If any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This AUP shall be exclusively governed by, and construed in accordance with the governing law provision set out in the Terms.

Complaints

Please direct any complaints of violations of this AUP to internetabuse@fidomobile.ca or contact us at 1-888-481-3436. Questions or complaints, concerning third party content should be addressed to the applicable content provider.

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PRIVACY POLICY

1. This policy applies to Fido Solutions, operated by Rogers Communications Canada Inc., which is referred to here as Fido. At Fido, the security and integrity of our customers' personal information is important to us. We take every reasonable measure necessary to protect the privacy of our customers while providing the high level communication services they expect.
2. Fido's privacy practices are in accordance with all federal and provincial laws and regulations. We are compliant with the Personal Information Protection and Electronic Documents Act and where applicable with the privacy rules established by the Canadian Radio-television and Telecommunications Commission.
3. At Fido, we collect customer information for one or more of the following purposes:
 - To provide a positive customer experience, and deliver, bill for, and collect payment for products and services;
 - To understand customer requirements and make information available regarding products and services offered by Fido directly or through its network of distributors, and its related companies, including the Rogers group of companies;
 - To manage and develop Fido's business and operations;
 - To meet legal and regulatory requirements; and
 - To obtain credit information or provide it to others.
4. Fido does not use or disclose personal information for purposes other than those for which it was collected, except with the consent of the individual or as required by law. Fido retains personal information only as long as necessary for the fulfilment of those purposes.
5. Fido informs customers of the existence, use and disclosure of their personal information upon request and gives them access to their information.
6. Fido ensures that customer information is accurate, complete and up-to-date. Customers can challenge the accuracy and completeness of the information and request amendments as appropriate.

7. Fido shares information with other Fido related companies, including the Rogers companies, in order to offer customers products and services that they may find attractive. Notices on sharing information are contained on Fido's invoice and on fido.ca. If customers do not want to be marketed with these products and services, they can contact Fido at 1-888-481-3436.
8. A senior company officer has been appointed as the Privacy Officer. The Privacy Officer is accountable for all personal information at Fido. To contact the Privacy Officer or file a complaint, write to:
Chief Privacy Officer
Fido, 800 De La Gauchetière Street West, Suite 4000
Montréal, Québec, H5A 1K3.
9. Customers that wish to obtain:
 - more information about this Commitment to Privacy;
 - access to, or more information about, their personal information held by Fido; or
 - make a privacy-related complaint; may contact a Fido customer service representative who, if necessary, will refer the customer to the Fido Privacy Officer.

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.