

# DEVICE PROTECTION PLAN

Terms and Conditions



## Fee Schedule.

The Device Protection Plan is offered by FIDO to both individual customers and enterprise customers. See your device protection kit (i.e. welcome letter, terms and conditions pamphlet, and product brochure) for further details.

The device protection plan may be offered by FIDO to individual customers along with other device support programs that contain other support features and are subject to their own terms and conditions programs.

The monthly fees for Device Protection Plan: \$10.00 for iPhones, select smartphones, and tablets plus applicable taxes. Please refer to your welcome letter or brochure for applicable monthly fee.

Replacement service fees: Tier 1 = **\$25.00**; Tier 2 = **\$80.00**; Tier 3 = **\$120.00**; and Tier 4 = **\$200.00** based on the type of device you have covered. (For a complete list of eligible devices and their equipment tier, ask a sales rep or visit [www.fido.ca/servicerequest](http://www.fido.ca/servicerequest).)

Non-Returned Equipment Fee: Tier 1 = **\$50.00**; Tier 2 = **\$150.00**; Tier 3 = **\$250.00**; and Tier 4 = up to **\$400.00** and is based on the type of device you have covered. (For a complete list of eligible devices and their equipment tier, ask a sales rep or visit [www.fido.ca/servicerequest](http://www.fido.ca/servicerequest).)

**Device Protection Plan Contract.** These terms and conditions together with the applicable portions of Your monthly bill (“**Bill**”) from FIDO, welcome letter, applicable Bill inserts, the current list of Eligible Wireless Products and their Equipment Tier, and applicable written communications from Us to You govern the Device Protection Plan and constitute Our contract with you (hereinafter the “**Device Protection Plan Contract**” or “**Contract**”), so You should keep a copy for future reference. This Contract and Your Agreement with FIDO are, and shall remain, separate agreements, but in order to maintain service under this Contract, You must also maintain Your wireless service with FIDO in good standing and be financially current on Your FIDO account. If any portion of this Contract is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Contract. Your FIDO wireless device number for the Covered Equipment is Your Contract number. This Contract is purchased in and governed by the laws of the Province identified in Your billing address in the records of FIDO and the federal laws of Canada applicable therein.

## Definitions.

**(1) “Covered Accessory(-ies)”** means the following Accessories used with the Eligible Wireless Product: one standard battery (attached to wireless device at time of loss if lost or stolen) and one standard charger. One SD

memory card and one SIM card, each as standard for the device, are also covered. If the Eligible Wireless Product is an iPhone, the following iPhone accessories shall be deemed Covered Accessory(-ies) as part of an iPhone loss: one standard wall/USB charger, one standard ear bud, and one standard sync cable. **(2) “Covered Equipment”** means the Eligible Wireless Product owned or leased by You and actively registered on the FIDO network and for which airtime has been logged after enrollment into the Device Protection Plan. Covered Equipment is limited to one Eligible Wireless Product and applicable Covered Accessory per replacement. The International Manufacturer’s Equipment Identification (IMEI), Electronic Serial Number (ESN) or Mobile Equipment ID (MEID) of the Eligible Wireless Product associated with Your account in the record of FIDO at the time Your coverage initially becomes effective and for which air time has been logged indicated that Eligible Wireless Product to be considered Covered Equipment unless You have used a different Eligible Wireless Product on Your mobile number immediately prior to the time of Failure, in which case the Covered Equipment is the Eligible Wireless Product (i) for which You have used on Your mobile number immediately prior to the time of Failure; and (ii) for which You have provided a proof of purchase or lease to Us. **(3) “Device Protection Plan”** means the Device Protection Plan service warranty program described in this Contract. **(4) “Effective Date”** means the date Your request for enrollment is received by Us or Our authorized representative. **(5) “Eligible Wireless Product(s)”** means the wireless device that We have designated as eligible for service under the Device Protection Plan Contract as set forth in the list of Eligible Wireless Products and their Equipment Tier available from Us, which can be found at [www.fido.ca/servicerequest](http://www.fido.ca/servicerequest), in FIDO stores or by calling 1-866-327-3399. **(6) “Failure”** means (i) if You are enrolled in Saskatchewan, Québec, or Newfoundland and Labrador, in the usual and customary usage of the Covered Equipment, that Covered Equipment malfunctions or fails to operate due to a defect in parts or workmanship after the manufacturer’s warranty period; or accidental or liquid damage; or (ii) if You are enrolled in any other eligible province, in the usual and customary usage of the Covered Equipment, that Covered Equipment malfunctions or fails to operate due to a defect in parts of workmanship after the manufacturer’s warranty period; accidental or liquid damage; loss; or theft. **(7) “Replacement Equipment”** means a wireless device of like kind and quality with comparable features and functionality to the Covered Equipment that We provide to You in the event of a Failure of the Covered Equipment. **(8) “FIDO”** means FIDO

Solutions, operated by Rogers Communication Partnership, and its successors and assigns, with addresses at 800 De La Gauchetière Street West, Suite 4000, Montréal, Québec H5A 1K3. (9) “We,” “Us” and “Our” mean FIDO, the company obligated under this Contract. (10) “You” and “Your” refers to the FIDO account holder that purchased this Contract.

**What is Covered.** If the Covered Equipment suffers a Failure during the time this Contract is in effect, We will replace the Covered Equipment. If a Failure affects a Covered Accessory in conjunction with the Failure of the Covered Equipment, or if the Covered Equipment is replaced with a different model, We will also replace the Covered Accessory(ies). Failures due to defects in material and workmanship during the term of the manufacturer’s warranty period are not covered under this Device Protection Plan Contract and service requests must be submitted through the FIDO satisfaction guarantee and manufacturer warranty support programs. Covered Equipment will be replaced with a wireless device of like kind and quality with comparable features and functionality to the Covered Equipment. THERE IS NO ASSURANCE, REPRESENTATION, OR WARRANTY THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. REPLACEMENT EQUIPMENT WILL BE NEW, REMANUFACTURED OR REFURBISHED, IN OUR SOLE DISCRETION. The Replacement Equipment immediately becomes the Covered Equipment. If We replace Your equipment under the Device Protection Plan Contract, We reserve the right to take possession and ownership of Your defective Covered Equipment. You hereby assign to Us all rights and benefits of any manufacturer’s warranty or other ancillary coverage related to any Covered Equipment that We replace. In the event that Your Replacement Equipment fails to function due to defects in parts or workmanship during its twelve (12) month warranty period, We will replace it at no cost to You. Such service will not be charged against Your annual service limit under the Device Protection Plan Contract.

**Changes to the Device Protection Plan and Contract.** You agree to all the provisions of this Contract when You order the Device Protection Plan and/or pay for it. In the event that the Covered Equipment is changed to another Eligible Wireless Product at any time while covered by the Device Protection Plan, FIDO will apply the correct monthly fee for the Device Protection Plan applicable to that device being used under Your FIDO account. If multiple devices are in use on one line that have different fees, the higher fee will apply. For a list of devices and the applicable monthly fees for each, visit [www.fido.ca/servicerequest](http://www.fido.ca/servicerequest),

and select “Device Eligibility” in the top right corner. We may also change the monthly charge for the Device Protection Plan, the administration of the Contract, or these terms and conditions from time to time upon at least thirty (30) days written notice to You. Such notice may be provided in a Bill insert, as a message printed on Your Bill; by email; in a separate mailing; or by any other reasonable method, at Our discretion, and will clearly and legibly set out its effective date and either the new clause only, or the amended clause and the original clause. You may refuse the amendment and rescind or cancel the Contract without cost, penalty or cancellation by sending Us a notice to that effect no later than thirty (30) days after the amendment comes into force. Your continued use of the Device Protection Plan and payment of the charges, after such notice, constitutes Your acceptance of the changes. The Device Protection Plan is available only to wireless device service customers of FIDO. Your participation in the Device Protection Plan is optional and You may terminate the Contract at any time. Please refer to the Cancellation section of this Contract.

**Contract Service Period.** Your service benefits under this Contract begin on the Effective Date and continue from month to month until terminated by You or by Us in accordance with the Cancellation section of this Contract and subject to the Service Limits section of this Contract.

**Charges.** You agree to pay the amount for this Contract shown on Your FIDO Bill for wireless service each month when invoiced by FIDO on the same terms and conditions as set forth under Your FIDO Agreement. Applicable replacement service fees, non-covered failure charges, shipping and restocking charges, taxes, and regulatory surcharges and assessments, if any, may apply prior to providing Replacement Equipment. FIDO reserves the right to charge applicable fees for the Device Protection Plan in the event the Covered Equipment changes. Charges and/or additional fees may be found at [www.fido.ca/servicerequest](http://www.fido.ca/servicerequest), and select “Device Eligibility” in the top right corner.

**To Obtain Service.** In the event of a Failure of Covered Equipment, You may file a service request by calling 1-866-327-3399 or online at [www.fido.ca/servicerequest](http://www.fido.ca/servicerequest). You must file the service request within thirty (30) days of the Failure. If Your service request is approved, We will ship the Replacement Equipment the next business day, where and when available. WE MAY REQUIRE, AS A CONDITION OF APPROVAL OF YOUR SERVICE REQUEST, THAT YOU PROVIDE PROOF OF PURCHASE OR LEASE FOR THE COVERED EQUIPMENT AND/OR YOUR GOVERNMENT ISSUED PHOTO I.D. OR OTHER DOCUMENTATION OR INFORMATION AS REASONABLY

NECESSARY TO ESTABLISH YOUR RIGHT TO SERVICE WITHIN THIRTY (30) DAYS FROM THE DATE OF THE REQUEST. We also retain the right to inspect the Covered Equipment (except in cases of loss or theft) as a condition of approval of Your service request. In Saskatchewan, Québec, and Newfoundland and Labrador, loss or theft is not a covered Failure.

**Replacement Service Fee.** A nonrefundable replacement service fee, plus any applicable taxes, applies to each approved replacement as indicated in the table below. The replacement service fee will be collected from you prior to providing replacement equipment.

Replacement Service Fees Applicable to Each Replacement			
Equipment Tier 1	Equipment Tier 2	Equipment Tier 3	Equipment Tier 4
\$25.00	\$80.00	\$120.00	\$200.00

The replacement service fee does not apply to replacements of Replacement Equipment cause by defects in parts or workmanship during the standard product warranty period. A complete list of Eligible Wireless Products and their Equipment Tier are available as follows: [www.fido.ca/servicerequests](http://www.fido.ca/servicerequests), in FIDO stores or by calling 1-866-327-3399.

**Service Limits.** We will cover the cost to replace the Covered Equipment up to a maximum of **\$1,500.00** per service request depending on Your Tier. Beginning on the Effective Date, this Device Protection Plan Contract will cover up to, but not more than, two (2) replacements of Covered Equipment during any twelve (12) month period. We will forward a notice of cancellation of the Contract to You, by mail, email or fax at the time of the second replacement, and We will discontinue all monthly charges for the Device Protection Plan Contract at such time. The monthly charge paid for the Device Protection Plan Contract during the month in which the second replacement occurs will be prorated up to the date of cancellation. The service limit does not apply to replacement of Covered Equipment caused by defects in parts or workmanship during the standard product warranty.

Service Limits Applicable to Each Replacement			
Equipment Tier 1	Equipment Tier 2	Equipment Tier 3	Equipment Tier 4
\$350.00	\$500.00	\$900.00	\$1,500.00

**Return of Replaced Equipment/Non-Return Charge.**

Covered Equipment approved for replacement, other than Covered Equipment replaced due to loss or theft, must be returned to Us at Our shipping expense in the return mailer included with Your Replacement Equipment within fifteen (15) days. The Covered Equipment We replace becomes property of FIDO and You hereby assign to Us all rights and benefits of any manufacturer’s warranty or other ancillary coverage relating to any Covered Equipment that We replace. If We do not receive Your original equipment within fifteen (15) days, You will be charged a non-return equipment fee up to **\$400.00** plus any applicable taxes. If We provide Replacement Equipment to You as a result of the loss or theft of Your Covered Equipment and You later find or recover the Covered Equipment, You must return it to Us as directed in this Contract. Call 1-866-327-3399 to request a prepaid return mailer. In Saskatchewan, Québec, and Newfoundland and Labrador, loss or theft is not a covered Failure.

Non-Return Equipment Fee			
Equipment Tier 1	Equipment Tier 2	Equipment Tier 3	Equipment Tier 4
\$50.00	\$150.00	\$250.00	\$400.00

**What is not Covered.**

The Device Protection Plan does not cover: (1) Incidental or consequential damages, unforeseen and unforeseeable damages at the time of this Contract, or indirect damages where the failure to perform the obligation does not result from Our intentional or gross fault; (2) failures caused by war, revolution, acts of public enemy or terrorist, labour difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, civil commotion, embargo, acts of government, or military authority; (3) abuse, misuse, or intentional acts; (4) pre-existing Failures of the Covered Equipment occurring before the time it was established as the Covered Equipment; (5) changes or enhancement in color, texture, finish, expansion, contraction, or any cosmetic damage to Covered Equipment however caused, including, but not limited to, scratches and marring, that do not affect the mechanical or electrical function of the Covered Equipment; or (6) Failure of the Covered Equipment caused by computer viruses or similar unauthorized intrusive codes or programming.

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

- (1) Contraband or property in the course of illegal transportation or trade;
- (2) property in transit to You

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

**Cancellation.** You may terminate this Contract at any time for any reason by calling Us at 1-866-327-3399. We may terminate this Contract immediately if You default on Your obligations. In Saskatchewan, Québec, or Newfoundland and Labrador, We may terminate this Contract for any other reason by notifying You in writing at least sixty (60) days prior to the effective date of cancellation, which notice shall state the effective date and grounds for cancellation. In all other Provinces, We may terminate this Contract for any other reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation. If You or We terminate this Contract within thirty (30) days from Your receipt of this Contract and no coverage has been provided, You will receive a full refund of the Contract purchase price. If coverage was provided within thirty (30) days of the date purchased, You will receive a refund less the value of any replacement received.

Except as provided in the Service Limits section above, if this Contract is terminated after thirty (30) days from Your receipt of this Contract, We will refund the purchase price allocable to the remainder of the term of this Contract, prorated by month on a daily basis, less the value of any replacement received, and We will discontinue all monthly charges for the Device Protection Plan Contract as of the effective date of cancellation.

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

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

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

**Limits of Liability. Applicable in Québec:** Except in the case of damages resulting from Our own act or of Our agents or service providers with respect to the Device Protection Plan or the services provided by Us or Our agents or service providers hereunder, OUR RESPONSIBILITY AND LIABILITY AND THAT OF OUR AGENTS OR SERVICE PROVIDERS SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE DEVICE PROTECTION PLAN CONTRACT (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE DEVICE PROTECTION PLAN CONTRACT). IN SUCH CIRCUMSTANCES WE OR OUR AGENTS OR SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY DAMAGES, ECONOMIC LOSSES, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF WE OR OUR AGENTS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF OR HAVE FORESEEN THE

POSSIBILITY OF SUCH DAMAGES) ARISING FROM THE DEVICE PROTECTION PLAN CONTRACT OR OUR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE UNDER THE DEVICE PROTECTION PLAN, OR UNDER ANY PROVISION OF THIS CONTRACT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS CONTRACT, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS OR WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, REGARDING THE DEVICE PROTECTION PLAN CONTRACT AND SERVICES TO BE PROVIDED HEREUNDER BY US AND OUR AGENTS OR SERVICE PROVIDERS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

**Force Majeure.** We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, revolution, acts of public enemy or terrorist, labour difficulties, including without limitation strikes, slowdowns, picketing or boycotts, civil commotion, embargo, acts of government in, military authority, or the elements, or other causes beyond Our reasonable control, and in such event We may cancel this Contract and the Device Protection Plan Contract immediately.

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