

## SERVICE TERMS AND CONDITIONS

This Agreement governs the sale of wireless services ("Service" or "Services") to you by Good2Go Mobile Canada, Inc. ("Good2Go"), and wireless service provided by Ramble, Inc. ("Ramble") through an agreement with a Canadian wireless mobility carrier ("Carrier" or "Underlying Carrier") and their affiliated entities, parent(s) and any subsidiaries (collectively "us," "we," "our," "Good2Go Mobile" or "Good2Go") as applicable. This Agreement is between you (the purchaser or user of the Services) and us. Certain other laws may also govern our provision of Services to you and such laws are incorporated in their entirety by this reference into this Agreement as if set forth in this Agreement. Please read these Terms and Conditions of Service carefully. These Terms and Conditions of Service are a legally binding agreement between you and us. They contain important information about your legal rights and require that certain disputes be resolved through Arbitration instead of a court trial. We reserve the right to change or modify any of these Terms and Conditions of Service at any time and in our sole discretion. Any changes or modifications to these Terms and Conditions of Service will be binding upon you once posted on our website found at [good2gomobile.ca](http://good2gomobile.ca) and as provided herein.

### What are the Good2Go Mobile Service Terms?

These Service Terms describe your wireless voice and data services and cover the use of your device and account, billing and warranty information, your privacy rights and service cancellation. As part of our commitment to putting customers first, we want to make sure that we are clear and transparent in helping you fully understand what Good2Go Mobile provides. By using our services, you agree to the terms and conditions outlined below.

As you read through these Service Terms, please note that:

- "I", "me", "your" and "you" refers to Good2Go Mobile customers who purchased and activated the Services and responsible for the account;
- "We", "us" and "our" refers to Good2Go Mobile.
- "Device" means any type of wireless telecommunications device that you use to access Partner service including mobile phones, tablets, Internet keys and more.
- "Month" means the thirty-day period from the purchase of a rate plan to the expiry of service on that rate plan, and does not vary with the length of calendar months; and
- "Service" means the wireless voice and data services that Good2Go Mobile provides within the Good2Go Mobile Underlying Carrier coverage area, and includes wi-fi Internet access service where available through Good2Go Mobile' wireless network access points.

### Good2Go Mobile

#### How does our prepaid Service work?

- With prepaid service, you purchase service credits in advance. You can apply your credits to pay for a rate plan, and then you can add voice or data add-ons if you have enough credits.
- A Good2Go Mobile subscriber identity module card ("SIM Card" or "eSIM") is required to activate your Device on the Service.
- Prepaid service credits are valid for as long as you have a rate plan on the account. Rate plans will be renewed subject to the availability of sufficient balance in the account. Unused credits for prepaid services will carry over if you top up your account with additional credits and purchase a rate plan within ninety days after the expiry of previous plan.
- Add-ons provide access to local voice minutes or data transmission services. The rates and conditions at the time of purchase will apply. Current rates and conditions are available at [good2gomobile.ca](http://good2gomobile.ca).
- Prepaid service credits are non-refundable. After ninety (90) days with no active rate plan, your account will be automatically deactivated.

#### Can the terms of Service change?

Yes, we have the right to change any of the terms of service at the Good2Go Mobile website, including rates, without notice. By purchasing service after a change is posted, including by continuing to top up your account, you accept the current terms of service. You can cancel service at any time, without penalty or cancellation fees.

### Your Mobile Services

#### What limits apply to my Service?

You can only use our service for your own individual use, with compatible devices and in compliance with the law. You also agree not to:

- Resell service or receive any charge or benefit for the use of the service by any third party;
- Use, or otherwise facilitate the use of, the service to send any threatening or obscene material or to harass, embarrass or invade the privacy of another person;
- Engage, or otherwise facilitate the engagement of, in any activity that could compromise the security of the service or any network or computers on the Internet, or that could interfere with the services of any Internet access provider;
- Use, or otherwise facilitate the use of, the service in any way that requires excessive network capacity or that may adversely affect other Good2Go Mobile customers or the service;
- Copy or change the identification functions of the service or your device, or permit anyone other than a Good2Go Mobile authorized person to do so;
- Threaten, abuse or harass any Good2Go Mobile customer representative;
- Use, or otherwise facilitate the use of, a device that has been reported lost or stolen to any wireless service provider;

- Engage, or otherwise facilitate the engagement of, in any activity on Good2Go Mobile, Underlying Carrier or partner networks that is seen as excessive or malicious, as solely determined by us.

### **Where will I have coverage?**

Our service covers almost all of the populated areas in Canada. Coverage areas, and the connectivity in these areas, will depend on the availability of network facilities. These are subject to change from time to time, without notice.

A coverage map reflecting the approximate geographic coverage area, for general informational purposes only, of our Underlying Carrier and its roaming partners can be found on our website at [good2gomobile.ca](http://good2gomobile.ca). However, we do not guarantee coverage or Service availability. Coverage maps are generated using generally accepted methodologies and standards but are only approximations of actual coverage. There may be locations within the estimated coverage area where actual coverage is limited and you may experience interruptions or reductions in Service quality, including due to interference from buildings and other structures, terrain, and foliage. Additionally, actual coverage at any given time may vary by Service and be affected by factors beyond our control. Coverage maps and any statements by us, our agents, or dealers about coverage are only intended to provide high-level estimates of our coverage area when you are using our Services outdoors under optimal conditions and do not mean that service will be available under all circumstances, at all times, or without interruption. We do not guarantee or warrant the coverage of the network of our Underlying Carrier or its roaming partners. Where there is no coverage, 911 calls may not reach public safety answering points. In such instances, subscribers should dial 911 from the nearest landline phone. Coverage maps may be updated periodically and without notice to reflect the current operations of our Underlying Carrier and its roaming partners.

### **Can I stay connected when I travel outside of Canada?**

Roaming service on the prepaid platform is available only in places where Good2Go Mobile' Underlying Carrier has roaming agreements with other telecommunications companies that have compatible network technology and are within their coverage areas. There may also be times when you are charged for roaming while still within Good2Go Mobile coverage areas. This will happen if your device's radio signal is picked up by a cell tower located in the coverage area of another wireless service provider.

When you are roaming, you will be connected using the services of another wireless service provider. As a result, you will be responsible for all applicable charges, and are subject to the terms and conditions of the service as imposed by that other provider (these may include limitations of liability and possibly the provision of unwanted services and content). Please keep in mind that special numbers for emergency services and operator assistance may vary by country so dialling the numbers that you use in Canada may not work. It is your responsibility to look up and use country-specific numbers when roaming outside of Canada.

### **Will my Services always work in coverage area?**

We monitor our networks to keep them running continuously. However, there are times when we must temporarily suspend or restrict the service to maintain, restore or repair the network. Also, to ensure fair network access to all users, we may manage network resources using methods including, but not limited to:

- Allocation of bandwidth, which may limit the availability or speed of data service;
- Filtering for spam and malicious content, which may occasionally result in unintended blocking of inoffensive content; and
- Restricting the network access available to specific transmission protocols.

For a description of the network management practices please see optimization.

In addition, service failure or interruptions can occur due to events beyond our reasonable control. These may include:

- Atmospheric conditions (including solar activities);
- Physical obstacles interfering with the transmission of radio signals;
- Limitations on the capacity of the network or carry traffic from all nearby users;
- Technical limitations of the systems of other telecommunications companies or limitations of the interconnection of transmission facilities;
- Defects or failures in network equipment; or
- Emergency or public safety requirements.

### **What speeds can I expect?**

You can expect access to the network technologies and speeds that were available to you when you activated your current plan. We may offer service at different speeds, and you may be required to change your plan to get access to new network technologies, features or speeds. Speeds may vary with your device, internet traffic, location, environmental conditions and other factors.

### **Do I own my wireless telephone number?**

You have the right to take (or "port") your phone number to another Canadian telecommunications service provider. However, please note that you do not own your number. If you leave Good2Go Mobile and choose not to take your phone number with you, we have the right to assign your number to another customer.

### **Your wireless device(s)**

### **Can I use any device with my Good2Go Mobile Service?**

Although we are able to support a wide range of devices, not all devices will work on our Underlying Carrier networks. Your wireless device and software must meet our standards to access our service and operate properly with our service. Such standards may change from time to time at our sole discretion and you are responsible for updating your device and software as necessary to meet these standards. We may also remotely update and change the software and settings on your device at any time without notice to ensure that it continues to operate properly on our service. A device that has been reported lost or stolen cannot be used with the service.

Service is subject to transmission limitations caused by certain Equipment. "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, and compatibility issues, atmospheric, topographical and other conditions. Further, you acknowledge that Service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration or limitations imposed by the Carrier network, or because of Equipment modifications, upgrades, repairs or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier's radio telephone system. At any time we, or our Equipment manufacturer, reserve the right to substitute and/or replace any of our Equipment (including phones) with other Equipment including phones of comparable quality. Some functions and features referenced in the User Guide provided with your phone may not be available on your Good2Go Mobile Service. We do not warrant or guarantee availability of network or of any Services at any specific time or geographic location or that the Services will be provided without interruption. Neither we, nor any Carrier, shall have any liability for Service failures, outages or limitations of Service, including the inaccessibility of 911, public alerts or special needs Services. Because of the risk of being struck by lightning, you should not use your Service outside during a lightning storm. You should also unplug the phone power cord and charger to avoid electrical shock and fire during a lightning storm.

To the maximum extent permitted by law, we do not guarantee or warrant the performance of the Equipment or the Services or any products, services, networks or connections used or provided by us or third parties. All applicable express and implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are hereby specifically disclaimed, and all representations, warranties and conditions, of any kind, express or implied are hereby excluded to the maximum extent permitted by applicable law. In no event shall we be responsible or liable for any loss, loss of profits or any incidental or consequential damages arising from this Agreement or from your use of the Services, however caused or arising. You bear the entire risk as to the use, quality, reliability, security and performance of the Equipment and the Services. This limited warranty gives you specific legal rights, and you may also have other rights which vary from Province to Province.

You are solely responsible for the installation, operation and maintaining the security and privacy of your property and your wireless equipment including wireless mobile phones, 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. You must ensure that your wireless equipment is compatible with and will not interfere with our Service, and that it complies with all applicable laws, rules and regulations. We only support equipment authorized for sale by us. If your equipment is intelligent roaming capable, it shall be periodically programmed with default system settings for roaming service that cannot be changed manually. Your wireless telephone may be compatible only with Good2Go Mobile Services.

You agree to safeguard your SIM Card and not to allow any unauthorized person to use your SIM Card. You agree that you or any other person shall not directly or indirectly alter, bypass, copy, deactivate, remove, reverse-engineer or otherwise circumvent or reproduce the encoded information stored on, or the encryption mechanisms of, your SIM Card. We may, from time to time, remotely update or change the encoded information on your SIM Card. If your SIM card is placed in an unsupported device, we do not guarantee service or may terminate Service. If your SIM card is lost, stolen or damaged a replacement fee will apply.

Replacement SIM cards are available at an additional charge and telephone number changes are subject to a change fee for each change. In order to purchase a replacement SIM card or request a Telephone number change your account balance must have the balance sufficient to cover the cost.

#### **What do I need to know if I am on Good2Go Mobile Prepaid Service?**

Rates for prepaid service may change without notice. You can get service by using your prepaid service credits to purchase a plan. Plans expire after thirty days or up to one year depending on the plan you selected, but renew automatically if you have sufficient credits on your account. Service is suspended if you do not have an active plan. You can change plans at any time, but will not receive any credits for the unused days of the previous plan. Boosters are available for additional minutes or data with an active base plan, and do not expire until service is cancelled. After ninety days without an active plan, service is cancelled and you will lose your number. Upon cancellation of service, you will not receive credit for any remaining booster minutes or data. Prepaid service credits are non-refundable and are not reimbursed if service is cancelled. You can check your balance at [good2gomobile.ca](http://good2gomobile.ca). The additional charges will be the current rate for a one-time data or talk add-on the user chooses.

#### **Your account**

##### **Who is responsible if someone else uses my account?**

You are responsible for your account and for the activities of anyone who uses it. To prevent unauthorized use, you must maintain the confidentiality of the login names, passwords and other identification methods that you use to access your account.

If any person makes a claim against us in connection with the use of our service or of any device on your account, you will indemnify us as applicable against any loss or expense that we may incur, including any judgment made against us.

##### **About activation data and your privacy**

In order to activate your Service and fulfill our commitments to You, we may collect certain identifiable information about you (e.g. name, contact information, your Good2Go Mobile phone number, telephone numbers called or texted from your Good2Go Mobile phone and the date and duration of such calls, answer to security question and/or credit card number if paying by credit card). This information will only be used and disclosed in accordance with our Privacy Policy available at [Good2GoMobile.ca](http://Good2GoMobile.ca). Please review the important information contained in our Privacy Policy, incorporated by reference

into these Terms of Service. You acknowledge and agree that we may contact You by phone, text or email in order to provide you with updates pertaining to its Services, as well as information about additional offers, products or events that we believe may be of interest to you. You can unsubscribe from receiving marketing communication by contacting us at [Good2GoMobile.ca](mailto:Good2GoMobile.ca). To contact our Privacy Officer to access or obtain more information about our Privacy Policy, you can email us at [Good2GoMobile.ca](mailto:Good2GoMobile.ca).

We have the right (but not the obligation) to monitor and investigate the use of the Services electronically from time to time and to disclose any information necessary to: (a) satisfy any legal, regulatory or other government request; (b) operate the Services properly and efficiently or improve Service levels; or (c) protect ourselves, other customers or users in accordance with the Privacy Policy. We reserve the right to refuse to post or to remove or limit access to any content in whole or in part, that violates these Terms and Conditions of Service or is otherwise deemed objectionable by us in our sole discretion.

We may update the software, features and settings on your Phone, (including non- Good2Go Mobile Devices with a Good2Go Mobile SIM card), including, but not limited to, by means of "over-the-air" methods as necessary, without notice, and you acknowledge and agree that such updates may be required in order to continue receiving the Services.

If it appears that there is imminent danger to life or property, which could be avoided or minimized by disclosure of the information, we may disclose a customer's personal information to a public authority or agent of a public authority. If a customer calls 911, we will provide the customer's name, address and telephone number to the emergency agency, if available. All disclosure would be at our sole discretion.

We may offer access to a third-party electronic commerce site to facilitate payment or billing for your Good2Go Mobile Service. As of the date of these Terms and Conditions of Service, the third-party electronic commerce site used by us is a payment card industry certified payment processor and its payment solutions are Payment Application Data Security Standard certified. For questions or if you require access to any personal information gathered or held by the third party electronic commerce site currently used by us, please contact by mail PO Box 132639 Dallas, TX 75313 or by email [Good2GoMobile.ca](mailto:Good2GoMobile.ca). We assume no responsibility for any problems or technical malfunction of any third-party electronic commerce site or servers, access providers, computer equipment or software or failure of any information to be received on account of technical problems. Any attempt to deliberately undermine the legitimate operation of any third-party electronic commerce site operated in conjunction with the Services may be a violation of criminal and civil laws, and should such an attempt be made, we reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Your use of the third-party electronic commerce site is at your own risk. We will not be liable to you for any damages, loss or injury, including lost profits (regardless of whether we have been notified that such loss may occur), whatsoever due to any act, omission or failure, including but not limited to the failure to protect the privacy of, the disclosure of personal information or the misappropriation of any such personal information, of, by or from a third-party electronic commerce site. Subject to the terms hereof, the third-party electronic commerce sites will not be liable for any damages, misappropriation of personal information losses of any kind or injury, including lost profits.

#### **About system security and your passwords**

Certain Services may require registration, including our electronic billing system, or access to third party electronic commerce sites. When you register for such Services or related features, you agree to provide accurate and current information about yourself as required by the relevant registration process, and to promptly update such information as necessary to ensure that it is kept accurate and complete. You are solely responsible for: (a) maintaining the confidentiality of any passwords or other account identifiers which you choose or are assigned as a result of any registration for the Service(s), and (b) all activities that occur under such password or account. You must immediately notify us of any unauthorized use of your password or account. We shall not be responsible or liable in any way, directly or indirectly, for loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with these requirements. You agree that we may disclose and grant access to information regarding your account, to any person who properly provides your PIN or other security passwords for such account.

We assume no responsibility for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software or failure of any information to be received by us on account of technical problems. Any attempt to deliberately undermine the legitimate operation of any systems operated in conjunction with the Services may be a violation of criminal and civil laws, and should such an attempt be made, we reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

#### **How is user content managed?**

The internet can be used to spread viruses and other malicious content. We have the right, but not obligation, to monitor or log any internet site or use of the service. This allows us to enhance operating efficiencies and to protect us and our customers from spam, malicious content and other unlawful activity. If we believe any internet capability or data accessed through our service is in violation of any of the Service Terms, we have the right to remove or block it.

To enable you to post content to the internet using the service, you grant us and our service providers a world-wide, royalty-free, unrestricted license to use, copy, adapt, transmit, display, communicate and create compilations and derivative works from this content.

#### **How long is content kept on my account?**

We may delete, without notice, messages and emails that have been stored on your account for more than thirty days. We may also delete, without notice, any user content stored by or for us that is not accessed in thirty-day period and all third-party content that has not been accessed for more than ninety days. We are not responsible for the actions of any third-party service, application or content provider.

#### **How Services are charged**

##### **How are voice and data usage calculated?**

##### **Voice calls**

Charges for voice calls are based on the airtime used when you make and receive calls on your mobile phone. Voice airtime is calculated, for both incoming and outgoing calls, from the time the call is initiated to the time it is disconnected, including the time used to route the call through the network and any ring time. Voice calls are charged on a per minute basis and the airtime for each voice call is rounded up to the nearest minute.

Long distance charges are incurred when you make voice calls from one local calling area to another and also for all calls you receive when outside your local calling area. Long distance calls use local airtime minutes, which are charged at the rate specified for the voice service active on your account. If your device's radio signal is picked up by a cellular tower outside of your local calling area, the call may be treated as long distance or roaming, based onto your rate plan.

#### **Data**

All data usage is rounded up each session to the nearest kilobyte.

#### **What should I do if my device is lost or stolen?**

If your device is lost or stolen, please contact us immediately. You will continue to be responsible for pre-authorized top-ups on your account until you notify us. Following notification of the loss or theft, we will suspend pre-authorized payment when possible.

#### **How is my account billed?**

You will not receive a monthly bill. The following charges are debited from the funds you deposit in your account:

- your plan and add-ons, in advance;
- one-time charges when you incur them, such as transaction and activation charges; and
- pay-per-use charges, such as Service Passes; (together, "Charges").

Prepaid funds are non-refundable.

#### **Warranties**

##### **Are there any warranties on my Service?**

Since wireless telecommunications are delivered by radio waves, they are subject to factors that cannot reasonably be controlled. For this reason, we don't guarantee timely, secure, error-free or uninterrupted service or that you will always receive your messages or data. To the extent permitted by law, legal warranties and conditions (implied or statutory) do not apply to the Service.

IN ADDITION TO THE DISCLAIMERS SET FORTH IN THIS AGREEMENT, YOU ACKNOWLEDGE THAT THE USE OF OUR SERVICES IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WE MAKE NO WARRANTY THAT OUR SERVICES WILL (i) MEET YOUR REQUIREMENTS, (ii) ALLOW ACCESS TO ALL THIRD-PARTY SITES, OR (iii) BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. NO ADVICE OR INFORMATION OBTAINED FROM ANY OTHER SOURCE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT OR OUR SERVICES TERMS OF USE.

YOU ARE RESPONSIBLE FOR ALL ACTIVITIES UNDERTAKEN BY YOU USING OUR SERVICES. YOU SHALL NOT USE, NOR PERMIT OTHERS TO USE, OUR SERVICES IN A MANNER OR FOR A PURPOSE CONTRARY TO THIS AGREEMENT OR APPLICABLE LAWS.

##### **What limitations apply to any claim made against us?**

We are not responsible for:

- Libel, slander, defamation or the infringement of copyright from material or messages transmitted 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 networks on your behalf, which is in any way unlawful; or
- Any act, omission or negligence of other companies or telecommunications systems in relation to the provision of the service to you, when the facilities of such other companies or telecommunications systems are used to establish connections to or from facilities equipment controlled by you.

To the fullest extent permitted by law, we will not be liable to you or to any other person for any damages or expenses (including loss or profits, loss of earnings, loss of business opportunities, loss of data, economic loss or other similar loss, or punitive damages) arising out of or in connection with the use or failure of the service, whether caused by negligence or otherwise, and whether claimed in contract, tort or otherwise.

These limitations of liability extend to the benefit of third-party providers of audio or audiovisual programming services delivered to your device through the service. In the case of the provision of emergency services on a mandatory basis, our liability to you, except in cases where negligence results in physical injury, death or damage to your property or premises, is limited to twenty dollars.

None of the limitation of liability stated above apply in cases of deliberate fault, gross negligence or anti-competitive conduct on the part of Partner and/or Good2Go Mobile.

#### **Limitation of liability**

We will not be liable to you for any damages, loss or injury, whatsoever, including any indirect, special, incidental, consequential, economic, exemplary or punitive damages of any kind, including lost profits (regardless of whether we have been notified such loss may occur) by reason of any act or omission

in our provision of equipment (including the Equipment) and Services. We will not be liable for any act or omission of any other company furnishing a part of our Services or any equipment (including the Equipment) or for any damages that result from any Service or equipment provided by or manufactured by third parties. In the event a Good2Go Mobile phone is returned to the manufacturer for repair or under warranty or returned for any reason, we are not liable or responsible for any unauthorized use that may result from any user names or passwords which remain on a Good2Go Mobile phone.

We provide you with Services through the networks of other telecommunications providers and through other suppliers and third parties (collectively, "Suppliers"). Your use of the Services and equipment, facilities and services of Suppliers is at your own risk. Subject to the Terms and Conditions hereof, neither we nor the Suppliers will be liable to you or to any third party for any damages, misappropriation of personal information stored on the Device (including SIM cards), losses of any kind or injury, including lost profits (regardless of whether we have been notified that such loss may occur) arising directly or indirectly from any of the following:

- your use of the Services or of the equipment (including the Equipment), facilities and services of the Suppliers, including in conjunction with the Services;
- any act, mistake, omission, interruption, delay, error, defect or misrouting of communications by the Suppliers;
- any failure that may arise from the equipment, facilities and services used by you, us or the Suppliers;
- libel, slander or defamation arising from content transmitted or received through the use of the Services and the equipment, facilities and services of the Suppliers;
- infringement of patents, trademarks, copyrights or other intellectual property rights arising from combining or using the Services or the equipment, facilities and services of the Suppliers;
- the transmission of any unlawful content through the use of the Services, and the equipment (including the Equipment), facilities and services of the Suppliers;
- any acts or omissions of a telecommunications carrier whose facilities are used to establish connections to points that we do not serve;
- any accident or injury caused by or to a vehicle, watercraft or aircraft if the accident resulted in connection with the Services or failure of the Services or the equipment (including the Equipment), facilities and Services of the Suppliers; or
- physical injuries or death (except as caused by our negligence), any other damages, loss of profits, loss of earnings, loss of business opportunities, or other loss resulting directly or indirectly out of, or in connection with, the use of the Services or the equipment, facilities and services of the Suppliers.

These limitations of liability apply to acts or omissions by us, our partners, affiliates and the Suppliers and each of us and our respective officers, directors, employees, suppliers, agents, representatives, consultants or other persons for whom in law such parties are responsible (together "Representatives"), which would give rise to a cause of action in tort, contract or any other doctrine of law.

Relating to the provision of 911 emergency services to end-users on a mandatory basis (pursuant to Telecom Decision CRTC 2003-53) except in cases where negligence on our part results in physical injury, death or damage to the customer property or premises, our liability for negligence related to the provision of emergency services on a mandatory basis (including the provision of your Good2Go Mobile phone number and location information to emergency service providers) is limited to the greater of \$20 and three times the amount the customer would otherwise be entitled to receive as compensation for the provision of defective service under the contract between Good2Go Mobile and the customer.

In respect of the provision of 911 emergency services available on a mandatory basis, we are not liable: (i) for libel, slander, defamation or the infringement of copyright arising from Content transmitted over our telecommunications network from the customer's property or premises or recorded by the customer's equipment or our equipment; (ii) for damages arising out of the act, default, neglect or omission of the customer in the use or operation of equipment provided by us; or (iii) for damages arising out of the transmission of Content through the Service on behalf of the customer, which is in any way unlawful.

When facilities of other companies or telecommunications systems are used in establishing connections to or from customer-controlled facilities and equipment, we are not liable for any act, omission or negligence of the other companies or telecommunications systems in relation to the provision of emergency services on a mandatory basis for the customer.

Our liability with respect to the provision of emergency services on a mandatory basis is not limited by sections (i) through (iii) above in cases of deliberate fault, gross negligence or anti-competitive conduct on our part, or cases of breach of contract where the breach results from our gross negligence.

YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM ANY AND ALL LIABILITIES, PENALTIES, CLAIMS, CAUSES OF ACTION, AND DEMANDS BROUGHT BY THIRD PARTIES INCLUDING THE COSTS, EXPENSES, AND ATTORNEYS' FEES ON ACCOUNT THEREOF RESULTING FROM YOUR USE OF OUR SERVICES, WHETHER BASED IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY) AND REGARDLESS OF THE FORM OF ACTION. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, WE SHALL NOT BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OR LOST PROFITS, OPPORTUNITIES, DATA OR REVENUES OR OTHER SIMILAR INDIRECT DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

#### **Binding arbitration**

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES AND CLAIMS (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION). EXCEPT FOR CLAIMS CONCERNING THE UNAUTHORIZED RESALE, EXPORT, ALTERATION, AND/OR TAMPERING OF YOUR GOOD2GO MOBILE PHONE, ITS SOFTWARE, THE SERVICE AND/OR PIN NUMBERS, THROUGH ARBITRATION INSTEAD OF SUING IN COURT IN THE EVENT THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE OR CLAIM. ARBITRATION IS BINDING AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE



SHALL SURVIVE TERMINATION OF OUR AGREEMENT WITH YOU. ALL ARBITRATIONS REQUIRED BY THIS AGREEMENT SHALL BE SUBJECT TO THE RULES OF THE BRITISH COLUMBIA INTERNATIONAL COMMERCIAL ARBITRATION CENTRE FOR THE CONDUCT OF DOMESTIC COMMERCIAL ARBITRATIONS (the "BCICAC Rules") and any arbitration commenced in accordance with this provision shall take place in Vancouver, British Columbia, Canada.

The BCICAC Rules can be found at <http://bcicac.com/>. Those Rules provide the manner in which an arbitration can be commenced in accordance with this provision. This provision is intended to encompass all disputes or claims arising out of your relationship with us, arising out of or relating to the Service or any equipment, including the Equipment, used in connection with the Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory), provided however that nothing contained in this arbitration provision shall preclude us from bringing claims concerning the unauthorized resale, export, alteration, and/or tampering of your Good2Go Mobile phone, its software, the Service and/or PIN numbers in a court of any jurisdiction. References to you and Good2Go Mobile phone include our respective subsidiaries, affiliates, predecessors in interest, successors, heirs, personal representatives and assigns. All claims will be resolved by binding arbitration where permitted by law. You must first present any claim or dispute to us by contacting Customer Care to allow an opportunity to resolve the dispute prior to initiating arbitration. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this agreement.

You and we agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide or representative basis. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. All fees and expenses of arbitration will be divided between you and us. Each party will bear the expenses of its own counsel, experts, witnesses, and preparation and presentation of evidence. If for any reason this arbitration provision is deemed inapplicable or invalid, or to the extent this arbitration provision allows for litigation of disputes in court, you waive to the fullest extent permitted by law (i) the right to a trial by jury, and (ii) any claims for punitive or exemplary damages. Except where prohibited by law, you and we agree that no arbitrator has the authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Neither you nor we shall disclose the existence, contents, or results of any arbitration except to the extent required by law. Judgment on the award rendered may be entered by any court having jurisdiction thereof.

Good2Go Mobile is a registered trademark of Good2Go Mobile Canada, Inc. All other trademarks, service marks, copyright, brand concepts, logos, designs and trade names referenced are the property of their respective owners and may not be displayed or used by you in any manner for any purpose without the express prior written permission of the legal department of Good2Go Mobile Canada, Inc.

## **Your Privacy**

### **How is my privacy protected?**

Your privacy is important to us. We have a long-standing policy of protecting the privacy of our customers in all of our business operations. Our respective Privacy Policies set out the principles that govern the collection, use and disclosure of our customers' personal information and reflects our continuing commitment to protecting their privacy.

- All information we keep with respect to you and your service, other than your name and address, is confidential. Unless you provide your express consent or unless disclosure is required under the law, your information may not be disclosed by us to anyone other than:
- You or a person who, in our reasonable judgement, is seeking the information as your agent;
- Another telecommunications company, but only if the information is used to establish or to efficiently provide telecommunications service, the disclosure is made on a confidential basis, and the information is used solely for the purpose;
- An affiliate involved in supplying you with telecommunications and/or broadcasting services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information used only for that purpose;
- A directory or listing service company for the purpose of listing your name, address and phone number if you consent and if that company agrees to use the information only for that purpose;
- An agent used by us to evaluate your credit or collect outstanding balance to Good2Go Mobile by you, if the agent requires the information and agrees to use the information only for that purpose;
- A public authority or its agent if we reasonably believes that there is imminent danger to life or property that could be avoided or minimized by disclosure of the information;
- A law enforcement agency if we reasonably believes that you or anyone using your device is engaged in fraudulent or unlawful activities against us.

By "express consent", we mean:

- 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 Good2Go Mobile; 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.

For complete details about our legal obligations and liabilities with respect to your privacy, please refer to the Good2Go Mobile Privacy Policy available at <https://good2gomobile.ca>

Subject to the above, you agree that we may collect, use and disclose personal information about you for the purposes identified in the Good2Go Mobile Privacy Policy as it may be amended from time to time. You can view this commitment at <https://good2gomobile.ca>. You agree to provide us with your current email address (and to inform us if that email address changes) so we can provide you with tools and services to manage your Good2Go Mobile account, communicate with you about account-related items on a timely basis, provide news and offers from our companies and its partners, and seek your views on our products and services.

### **Communications**

You agree that we may use the personal information we obtain about you to communicate with you for reasons outlined in our Privacy Policy and elsewhere in these Terms and Conditions of Service and also for reasons that include but are not limited to providing you with notices regarding your account balance, account expiry, addition or removal of plans or promotions in which you may be interested. Such communication may be made by text message, calling your phone or any other number provided by you, voicemail, by mailing/couriering you at the address provided by you, or emailing you at the email address provided by you. The email address provided must be accessible through a means other than the Services in order to use the Services. You are responsible for all equipment and services required for such e-mail and Internet access. You agree that any notifications to you shall be deemed effective if we use any of these methods. You also agree that any electronic communication with you (including text message, voicemail and email) shall be deemed received by you when we have sent it the communication and that any physical communication (including mailed and couriered communication) shall be deemed to have been received to you three days after we send it.

### **Unauthorized usage**

The Good2Go Mobile SIM is sold exclusively for use with our Service. You agree not to tamper with or alter your Good2Go Mobile SIM or its software, enter an unauthorized top up PIN, engage in any other unauthorized or illegal use of your Good2Go Mobile service, or assist others in such acts. Improper, illegal or unauthorized use of your Good2Go Mobile service may result in immediate discontinuance of Service. These acts violate our rights and could violate provincial and federal laws. We will prosecute violators to the full extent of the law. We reserve the right to cancel any Service without notice in the event of unauthorized usage. Your Good2Go Mobile Service is restricted such that you will not be able to make or receive calls on your Good2Go Mobile device when you are located anywhere outside of Canada. Any such calls are considered unauthorized usage by us for which Service will be immediately suspended. In the event of suspension for this or any other unauthorized usage, your account balance and Service days balance previous to deactivation will be forfeited from the account and you will not be entitled to receive any refunds for your phone or unused Service.

### **Ending your Services**

#### **Can I cancel my Service at any time?**

Yes. To cancel your service, contact Good2Go Mobile with the date you want the cancellation to be effective.

#### **Can I take my number to another provider?**

Yes, you have the right to take or "port" your number to another Canadian telecommunications company.

#### **Can Good2Go Mobile cancel my Service?**

We will only suspend or cancel your service if you have not complied with the Service Terms or any other service agreement you have with us (or if Good2Go Mobile reasonably believes that either may occur). We may also suspend or cancel your service for any reason, upon 30 days' notice to you. Upon suspension or cancellation, we will have no obligation to maintain any voicemail, messages, contact information or other content related to your use of the Service and you agree all such messages, information and content may be deleted immediately without notice to you.

### **Complaints**

If you are experiencing difficulty in resolving a complaint related to our service, you may contact the Commissioner for Complaints for Telecommunications Services (CCTS). CCTS is an independent agency whose mandate is to resolve complaints of individual and small business customers about their telecommunications services.

If you have a complaint about your pre-paid wireless service, the CCTS recommends that it is important you attempt to resolve your issue first by contacting our customer service department at: 1-866-788-3475 or dial 611 on your Good2Go Mobile phone (FREE Call) and press 0 to speak to a customer service representative. Or you can contact us by email: [Good2GoMobile.ca](mailto:Good2GoMobile.ca). If you cannot resolve your matter by speaking to our representative or have been unable to reach a satisfactory resolution, CCTS may be able to help you, free of charge. To learn more about CCTS, you may visit its website at [ccts-cprst.ca](https://ccts-cprst.ca) or call toll-free at 1-888-221-1687.

### **CCTS**

Do you have a complaint regarding your telecommunications service that we haven't been able to resolve? The Commissioner for Complaints for Telecommunications Services (CCTS) may be able to assist you: [ccts-cprst.ca](https://ccts-cprst.ca) or 1-888-221-1687.

### **Severability provision**

In the event that any provision of these Terms and Conditions of Service, as amended from time to time, shall be deemed invalid, void or unenforceable, in whole or in part, by any court of competent jurisdiction, the remaining terms, conditions and provisions of these Terms and Conditions of Service shall nevertheless remain in full force and effect.

### **Entire agreement**

These Terms and Conditions of Service, as amended from time to time and the Privacy Policy and Website Terms and Conditions of Use and any other terms [incorporated by reference](#), constitute the entire agreement between you and us with respect to the purchase and use of the Services. These Terms and Conditions of Service cannot be changed by you.