

Freedom Mobile Internet Wi-Fi — Terms and Conditions



By accessing and using the Freedom Mobile Internet Wi-Fi (“Freedom Wi-Fi”) provided by any of Freedom Mobile Inc., Shaw Cablesystems G.P., Shaw Telecom G.P. or its or their partners and/or associates (collectively, “Freedom Mobile”), you agree to the following terms and conditions of service, which incorporate by reference the Freedom Mobile Terms of Service, Freedom Mobile Fair Usage Policy, and Freedom Mobile Privacy Policy terms and conditions available at www.Freedommobile.ca (collectively, the “Terms of Service”).

YOUR NONTERMINATION OR CONTINUED USE OF FREEDOM WI-FI AFTER THE EFFECTIVE DATE OF ANY CHANGES MADE CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS OF USE AS MODIFIED BY SUCH CHANGES.

Access to and Use of Freedom Wi-Fi

You understand that Freedom Wi-Fi is a feature of Freedom Mobile’s mobile data service and that you must be a current active subscriber to a Freedom Mobile service on an eligible monthly rate plan in order to use Freedom Wi-Fi. As with other Freedom Mobile services, you are permitted to use Freedom Wi-Fi only for lawful purposes. Freedom Mobile may also automatically collect certain information, such as, but not limited to: MAC address, device location and device type, in order to provide you services and improve your service experience. You acknowledge and agree that you will be responsible for all activities during any session using Freedom Wi-Fi on your device. You remain responsible for all bandwidth usage incurred utilizing Freedom Wi-Fi on your device as well as any account changes that may be imposed as a result of your bandwidth usage as set out in the Terms of Service and your monthly rate plan, and agree to pay any applicable fees charged to your account for the use of Freedom Wi-Fi, plus any applicable taxes and other fees imposed as a result of these Terms of Service.

You may use Freedom Wi-Fi solely for your own lawful personal purposes. You may not in any way distribute, resell or otherwise provide third parties with access to or use of Freedom Wi-Fi.

Performance of Freedom Wi-Fi

In order to use Freedom Wi-Fi, you must be an active subscriber of Freedom Mobile and have a Wi-Fi capable device that:

- a. meets Canadian and other applicable technical standards;
- b. has a Freedom Mobile SIM inserted;
- c. is capable of authentication via the Extensible Authentication Protocol framework and its methods;
- d. is not blacklisted;
- e. is compatible with Freedom Wi-Fi;
- f. renders web pages in a standard HTML browser application;
- g. runs the IP protocol; and
- h. is configured to obtain IP addresses automatically.

The Wi-Fi device must be in close enough proximity to Freedom Wi-Fi wireless access points to achieve connectivity with the Freedom Wi-Fi network. Freedom Wi-Fi access point location lists and maps may be updated from time-to-time. Actual Freedom Wi-Fi coverage, locations and quality may vary.

Freedom Mobile will endeavour to provide useful and reliable Freedom Wi-Fi services, but you acknowledge that Freedom Wi-Fi utilizes public, unlicensed radio-frequency spectrum. As such, Freedom Wi-Fi is subject to

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external interferences, environmental influences, and other factors and variables beyond Freedom Mobile's reasonable control. Performance and availability may vary, including but not limited to or affected by,

- a. transmission and download speed and accuracy;
- b. network congestion;
- c. performance, configuration, and functionality of your Wi-Fi devices (including, but not limited to memory, storage and other limitations);
- d. physical obstructions and distances between your Wi-Fi device and the Freedom Wi-Fi network;
- e. availability of electric power;
- f. collocation failures;
- g. transmission and equipment limitations, failures, maintenance or repair; and user error.

Freedom Wi-Fi may also be interrupted, refused, limited or curtailed for these reasons. Freedom is not responsible for data lost or misdirected due to these and other foreseeable and unforeseeable factors. Network speed is an estimate and is no indication of the speed at which your Wi-Fi device or Freedom Wi-Fi will operate. Actual network speed and other performance will vary.

In order to maintain acceptable levels of service for all Freedom Wi-Fi customers and to improve this service, Freedom Mobile reserves the right to monitor use of Freedom Wi-Fi and to make such adjustments to the use of such services as necessary to maximize the benefit and enjoyment for all Freedom Wi-Fi customers. Additionally, the Freedom Wi-Fi service may use automated processes to monitor and scan communications over the Freedom Wi-Fi network in order to maintain and provide services, improve your experience, ensure the integrity of your communications, convey messages related to your Freedom Wi-Fi account, deliver relevant advertising and for various other purposes related to the provision of Freedom Wi-Fi services. By using the Freedom Wi-Fi service, you acknowledge and consent to Freedom Mobile's automated processing of your communications through the Freedom Wi-Fi network, including information such as your IP or MAC address, device location, HTTP requests and other information related to the provision of this service.

Service Subject To Interception and Unauthorized Use

You acknowledge that communications over the Freedom Wi-Fi network may be subject to interception by unauthorized third parties. Although Freedom uses commercially reasonable efforts to provide you with a secure and reliable service, your use of Freedom Wi-Fi is "AS IS" and "AS AVAILABLE" and Freedom Mobile cannot and does not make any general or specific warranties regarding the security, availability, performance or other functionality of Freedom Wi-Fi. You are responsible for implementing your own security protections while using Freedom Wi-Fi. In the event you become aware of any unauthorized use of Freedom Wi-Fi or any other security breach, you agree to immediately notify Freedom Mobile. Freedom Mobile expressly disclaims any responsibility or liability for your use of Freedom Wi-Fi and for any lack of security that may result from your use of Freedom Wi-Fi. You agree to hold Freedom Mobile harmless for the loss of any file, data or other information while using the Freedom Wi-Fi services, and for any unauthorized access to or utilization by any third party of any of your personal, financial, or other sensitive information.

Marketing and Freedom Mobile's Use of Wi-Fi Data

You understand and agree that Freedom Mobile may from time to time use location or other data generated from your use of Freedom Wi-Fi to deliver general or user specific messaging or advertising from Freedom

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Mobile or a third party to the device you are using to access the Internet. Furthermore, you agree that you will not seek to hold Freedom Mobile responsible in any way for any third party website content or the operation of any third party website accessed via Freedom Wi-Fi.