

## General

These terms and conditions set out the basis upon which MyTab may be extended to you. When we refer in these terms and conditions to “Services”, we mean the mobile voice, data and related services we provide to you. When we say “we”, “us”, “Freedom” or “Freedom Mobile”, it means Freedom Mobile Inc., operating as Freedom Mobile, and when we say “you”, it means you, our customer. “MyTab Boost” means the monthly fee described in paragraph 4 below. A “New Device” means a new, unused device. “Lightly Loved and Refurbished” means a device which has been refurbished by a third party back to working order and without physical damage, or a device which was returned to us within fifteen (15) days of original purchase in good working order without physical damage. “End of Life” means a device which has been discontinued by the original manufacturer. Finally, when we refer to a “line”, it means a wireless phone number assigned by Freedom Mobile to you to enable you to use Services in connection with a wireless Product.

## Eligibility

To be eligible to run a MyTab, you must be a Pay After (postpaid) customer of Freedom Mobile and you must have passed our credit check or agreed to pay a specified deposit as part of our deposit program.

## How MyTab works

Eligible Customers purchasing a New Device, Lightly Loved and Refurbished Device or End of Life Device from us can elect to run a MyTab. If you are an eligible customer and elect to run a MyTab, you can put a portion of the retail price of the device, or in some cases the full retail price, on your MyTab balance and then pay us only any remaining portion of the retail price (with tax) on the day you activate. The amount you can put on your MyTab may vary depending on the plan you select and the amount of credit you are eligible for, based on the results of the credit check. Not every plan is eligible for the MyTab program. The retail price, the amount you paid for your device, your MyTab Boost, if applicable, and your initial MyTab balance is set out on the attached Critical Information Summary. Subject to your monthly MyTab Boost payment being made, your MyTab balance owing will decrease each month by an amount equal to your current MyTab balance owing less any partial payments you make that month, divided by the number of months left in your 24 month term. This amount is calculated each month and will be rounded to the nearest penny. You may at any time make a partial payment towards your remaining MyTab balance. Your MyTab can only be used by you, the account holder, and only one MyTab can be established for each line that you activate with Freedom Mobile.

## MyTab Boost

MyTab Boost is an optional monthly fee that allows you to establish a MyTab. If you choose to add MyTab Boost, you agree to pay the MyTab Boost amount shown on Page 1 of your Critical Information Summary, every month until your MyTab balance is reduced to zero, up to a maximum of 24 months. Your MyTab Boost may be pro-rated in the first month of your MyTab.

## You Leaving Us

As a Freedom Mobile customer, you always have the right to terminate the provision of Services at any time and you can repay your MyTab balance at any time. When we hear from you (or your new wireless service provider) that you want to leave us, you are obligated to pay us for the outstanding portion of your MyTab. You can keep

the device. If you want to terminate the provision of Services for some but not all lines on your account, you may do so, but will be required to repay the MyTab balance for the terminated line(s). We will continue to reduce your MyTab balance for the remaining line(s) until you terminate the provision of Services for the last line for which you have a MyTab balance, at which point, you must pay us for the outstanding balance of your MyTab. If you return a device to us in accordance with our returns policy and do not take a replacement device, we will reset your MyTab balance for that device to zero. Our returns policy is posted at [www.Freedommobile.ca](http://www.Freedommobile.ca) and is summarized on your invoice.

## **Us Leaving You**

Our terms of service give us the right to suspend and/or terminate the provision of Services to you in certain circumstances. (You can see our Terms of Service at [www.Freedommobile.ca](http://www.Freedommobile.ca)). If we terminate the provision of Services to you, you will be required to repay the outstanding balance(s) of your MyTab and if you fail to do so by the due date specified on your invoice, we have the right to charge interest on the outstanding balance(s) of the MyTab at the rate of 2% per month (26.82% per year) or the rate set out on the invoice. We may also charge you for reasonable administrative and/or collection costs that we incur.

## **You changing your plan**

If you have activated a plan with a MyTab and later want to switch to another Freedom Mobile plan, if that new plan is one for which a lower value of MyTab is available with your device than the current balance of your MyTab, you must pay any difference between your MyTab balance at the date of the plan switch and the value of the MyTab available on that date for your device and the new plan. Your 24 month term end date will not change. A rate plan change fee may apply. Your MyTab Boost may stay the same or may be reduced depending upon which plan you select.

## **You upgrading your device**

If you are an existing Pay After customer and want to purchase a new device and you want to run a MyTab for the new device, you may do so if: (i) you meet the eligibility requirements described above for the MyTab; (ii) twelve months or more have elapsed since you purchased your other device using a MyTab; and (iii) at the time of purchasing your new device, you have agreed to repay any outstanding MyTab balance for your other device. The 24 month period described in paragraph 3 above, entitled How MyTab works, will commence when you purchase your new device and sign a new MyTab Agreement. Even if you are eligible to upgrade your device, we reserve the right to limit the availability of specified devices from time to time, as we see fit.

## **Tracking your MyTab**

(a) If we have credited you with a reduction in your MyTab balance for any given month but we subsequently discover that you were charged an incorrect amount for that month and we re-fund your payment or if your payment is rejected by your financial institution, we will adjust your MyTab balance up or down as needed to reflect the appropriate amount.

(b) Your MyTab balance will appear on your electronic or paper invoice as applicable. If you return your device in accordance with our returns policy and your MyTab balance is reset, your new balance will appear on the paper receipt you receive on the day you make the return.

## Trade-Marks

The Freedom Mobile name and logos and other words, titles, phrases, marks, logos, icons, graphics are trademarks of, or are used under license by, Freedom Mobile Inc.

## Changes to the Tab Terms

We reserve the right to modify or cancel our MyTab program at any time. We will provide you with 30 days' prior notice if we change the terms and conditions that govern MyTab. If we terminate the program and/or these terms and conditions at any time, we will still honour these terms and conditions as they relate to your MyTab. If we change these terms and conditions at any time while you have an outstanding balance on your MyTab, we will not change the fact that each month we will reduce your MyTab by an amount equal to your current MyTab balance divided by the number of months until the end of your 24 month term. This amount is calculated each month and will be rounded to the nearest penny. You may at any time make a partial payment towards your remaining MyTab balance. We will not require that you pay out your MyTab balance except as otherwise described in these terms and conditions.

## Device Warranty

(a) New devices, End of Life devices and other equipment, are covered by the manufacturer's limited warranty, a copy of which is available at the manufacturer's website.

(b) Lightly Loved and Refurbished devices are final sale and do not carry a manufacturer's warranty. You can refund or exchange a defective device with 15 of purchase, at the same Freedom Mobile store the device was purchased from, provided the device is free from physical damage, subject to device availability.

Except as required by law, we do not offer, and expressly disclaim, any representation, warranty or condition in respect of handsets or equipment, whether express or implied, and have no obligation or liability in respect of handsets or equipment.

## Governing Law

You agree that, to the fullest extent permitted by law, these terms and conditions will be governed exclusively by the laws of the province of Ontario.

By signing below, you acknowledge receipt of and agree to be bound by our current terms of service, and if you have chosen to run a MyTab, by the terms and conditions relating to MyTab. These terms and conditions are available online and can be printed in store, if requested. If you have chosen to provide a deposit, Freedom Mobile will notify you if it determines, in its sole discretion, it no longer requires you to post a security deposit. In that case, Freedom Mobile will credit your Freedom Mobile account in the amount of the security deposit unless otherwise stated.

You confirm that you requested that this contract be drawn up in English. Vous confirmez vous avez demandé que le présent contract soit rédigé en anglais.

I agree that I do not require a paper copy of the Freedom Mobile Terms of Service and will review the permanent copy online at [www.Freedommobile.ca](http://www.Freedommobile.ca) (Customer's initial)

---

These terms and conditions are effective April 4th, 2017