

Freedom Mobile Service Request Repair — Terms and Conditions



1. This agreement is between Freedom Mobile Inc. (“Freedom Mobile”) and the Customer identified on the Warranty Repair Request (“Customer”) and sets out the terms and conditions applicable to Customer’s use of wireless telecommunications equipment and accessories loaned to Customer by Freedom Mobile (“Courtesy Equipment”) and the repair of the Customer’s own wireless telecommunications equipment (“Customer Equipment”).
2. Subject to the terms and conditions of this agreement, Freedom Mobile will loan the Courtesy Equipment, as listed on the Warranty Repair Request, to Customer for use during the time that Customer Equipment is being repaired by the authorized service centre (“Authorized Service Centre”).
3. Customer agrees:
 - a. To use, protect and safeguard the Courtesy Equipment with care and not to tamper, alter or repair the Courtesy Equipment;
 - b. That in the event of any malfunction, accident or damage to the Courtesy Equipment, to immediately return the Courtesy Equipment to Freedom Mobile or Freedom Mobile’s authorized dealer/agent;
 - c. To return the Courtesy Equipment upon request by Freedom Mobile;
 - d. To pay the costs (including estimate fees), if any, for any out-of-warranty repairs of the Customer Equipment;
 - e. To pay the costs (including reasonable legal fees), if any, of enforcing this agreement;
4. Visual inspection of Customer Equipment in-store is not conclusive and does not determine approval of repairs under the Manufacturer’s Warranty. The Authorized Service Centre will perform an analysis of the Customer Equipment to determine if the fault was due to a manufacturer’s defect. Physical damage, liquid damage, or unauthorized modifications to the phone will void the warranty and result in an out-of-warranty repair.
5. All repair quotes provided by the Authorized Service Center will be approved by Customer within 5 business days. If Customer fails to respond to the quote, it will be deemed that the Customer has rejected the repair quote. Customer agrees to pay the cost (including estimate fees), if any, for any approved out-of-warranty repairs of the Customer Equipment.
6. In the event of loss, theft, destruction, damage of the Courtesy Equipment or failure to return the Courtesy Equipment in accordance with these terms and conditions or Freedom Mobile’s policy with respect to Courtesy Equipment, Customer shall be liable to Freedom Mobile for the full replacement cost of the Courtesy Equipment.
7. Customer shall return the Courtesy Equipment within 30 calendar days from the date Customer is first notified that Customer Equipment is ready for pick-up or if Freedom Mobile requests the Courtesy Equipment be returned.
8. Customer shall pick up the Customer Equipment within 45 calendar days of notification that the Customer Equipment is ready for pick-up. Neither Freedom Mobile nor any Freedom Mobile authorized dealer/agent is responsible for Customer Equipment not claimed within such time frame. After such time, Freedom Mobile or Freedom Mobile’s authorized dealer/agent may deal with such equipment in its sole discretion.
9. The Customer Equipment will not be returned until the Courtesy Equipment is returned or paid for in the event it is damaged, lost, or otherwise not returned.

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10. Title to the Courtesy Equipment shall at all times remain with Freedom Mobile (unless and until Courtesy Equipment becomes the property of Customer after Customer pays the full replacement cost of the Courtesy Equipment in accordance with Freedom Mobile' policies).
11. The Customer's Freedom Mobile Wireless Service Agreement (including, for greater certainty, the Terms and Conditions of Service) continue to apply to Customer's use of Freedom Mobile' services with the Courtesy Equipment.
12. Freedom Mobile, and its directors, officers, employees, contractors, dealers or agents will not be liable to Customer or anyone else for any damages, costs, claims, loss, personal injury or loss of life directly or indirectly caused by, arising from or related to the Courtesy Equipment or the use thereof (including, without limitation, defects, malfunctions or complete breakdowns in Courtesy Equipment; electrical shocks, burns, fires, or explosions caused by Courtesy Equipment; loss of profit, loss of earnings, financial loss or loss of business opportunities). This limit applies to any act or omission of Freedom Mobile or its directors, officers, employees, contractors, dealers or agents, including, without limitation, any act or omission which would otherwise be a cause of action in contract, tort or any other doctrine of law.
13. Customer may not assign this agreement or loan or otherwise share or transfer any Courtesy Equipment to any other person or entity without Freedom Mobile's prior written consent.
14. Customer shall have no property right or interest in any identifier(s) or number(s) assigned to Courtesy Equipment and such identifiers or number(s) may be changed at any time, without any liability whatsoever.
15. Freedom Mobile may terminate this agreement at any time and request immediate return of the Courtesy Equipment at any time.
16. There are no representations, warranties, covenants, agreements or collateral understandings, oral or otherwise, expressed or implied, regarding this agreement or the Courtesy Equipment other than as expressly set forth herein.
17. The parties have expressly required that this Agreement and all documents or notices relating thereto be drafted in the English language.