

## LUCKY MOBILE WI-FI CALLING TERMS AND CONDITIONS

The following terms and conditions (“Wi-Fi Calling Terms”) only apply to you if you are eligible for and subscribe to the Wi-Fi Calling feature (“Wi-Fi Calling”) provided by Lucky Mobile, a brand operated by Bell Mobility (“Lucky Mobile” or “we”). You should review these Wi-Fi Calling Terms – they provide important information about, and describe the obligations associated with, your use of Wi-Fi Calling with your wireless device (“Device”), including specific limitations on access to 9-1-1 emergency call routing service, and create a binding agreement (“Wi-Fi Calling Agreement”) that applies to you once you have accepted them. In addition, when using Wi-Fi Calling, you remain subject to your Lucky Mobile Service Agreement, including the Lucky Mobile Terms of Service and the Responsible Use of Lucky Mobile Services Policy (“Responsible Use Policy”), governing your use of the Lucky Mobile services (“Lucky Mobile Services”), all of the terms of which are incorporated by reference herein. If you do not wish to be bound by these Wi-Fi Calling Terms, you should not use Wi-Fi Calling. You are responsible for all use of Wi-Fi Calling on your Device, including any breach of these Wi-Fi Calling Terms by you or any user of your Device. Lucky Mobile may modify these Wi-Fi Calling Terms from time to time, including by modifying or terminating Wi-Fi Calling, or any components thereof (including what rate plans are eligible for use with Wi-Fi Calling). If we modify the Wi-Fi Calling Terms (and you remain eligible for Wi-Fi Calling after any such modification), we will require you to re-accept them. If you do not agree to any modification of these Wi-Fi Calling Terms, you agree that you may not use Wi-Fi Calling. For more information on Wi-Fi Calling, visit [luckymobile.ca/wificalling](http://luckymobile.ca/wificalling)

- 1. What is Wi-Fi Calling?** Wi-Fi Calling enables you to make and receive voice calls as well as send and receive text messages using Voice over Internet Protocol technology with a capable wireless device anywhere you have compatible Wi-Fi access. There are unique, fundamental limitations on the use of Wi-Fi Calling, as further described in Section 5 below, including the lack of traditional 9-1-1- emergency call routing service. You acknowledge and agree to the existence of such limitations.
- 2. What are the eligibility requirements for use of Wi-Fi Calling?** You must be a Lucky Mobile subscriber with a qualifying Lucky Mobile rate plan, a compatible device and Lucky Mobile SIM card, and a compatible high-speed broadband connection. Wi-Fi Calling is exclusively for your use with your Lucky Mobile Services. You are responsible for meeting the minimum requirements to use Wi-Fi Calling. If you do not, Lucky Mobile is not responsible for any connection difficulties, Wi-Fi Calling delays, deficiencies or interruptions you may have as a result. Lucky Mobile may immediately suspend or cancel your access to Wi-Fi Calling if you no longer meet the eligibility requirements set out above.
- 3. How does Lucky Mobile bill me for Wi-Fi Calling?** Your domestic and U.S. voice and text usage (including incoming voice calls and texts) through Wi-Fi Calling does not apply against the voice minutes and text allowance allocated in your existing rate plan; however, such usage is subject to our Responsible Use Policy. Any data usage through Wi-Fi Calling is applied against the allowance allocated to you by the Internet service provider.
- 4. Can Wi-Fi Calling be exposed to abuse?** Yes. Many Wi-Fi networks (such as public Wi-Fi networks) do not provide any level of encryption (such as WEP, WPA or other encryption and authentication mechanisms), therefore it is strongly recommended, and it is your responsibility, to ensure the configuration of your Device is secure. Devices using Wi-Fi connections may be vulnerable to unauthorized attempts to access data and software stored on the Device.
- 5. What are the limitations of Wi-Fi Calling on 9-1-1 calls?** You should always attempt to complete 9-1-1 emergency calls through your mobile service (or landline), if available. Because of the unique nature of Voice over Internet Protocol technology, emergency calls routed to 9-1-1 through Wi-Fi Calling will be handled differently than when made on a mobile network. The following provisions describe the differences and limitations of 9-1-1 emergency call routings, and you acknowledge and agree to these differences and limitations with respect to 9-1-1 calls placed to emergency services from your Device. In addition, you acknowledge and agree that you are responsible for notifying, and shall notify, any user (and potential user) of your Device accessing Wi-Fi Calling of the nature and limitations of placing emergency calls to 9-1-1 through Wi-Fi Calling.
  - (a) Are there any times when the Lucky Mobile Services are not available?** Yes. Lucky Mobile Services, including your 9-1-1 emergency call routing service (“9-1-1 Service”) will not work during network outages, including during planned hardware or software upgrades.
  - (b) Are there any times when Wi-Fi Calling is not available?** Yes. Wi-Fi Calling, including your 9-1-1 Service, will not work under the following conditions:

- (i) during power outages if there is no battery back up in the Wi-Fi access-enabling equipment, or once any such battery back-up has been depleted;
- (ii) if the Wi-Fi access-enabling equipment you are using has been tampered with or damaged; and
- (iii) if the Wi-Fi access-enabling equipment or Internet connection have insufficient capacity available.

For Wi-Fi Services (including 9-1-1 Service) to work in your place of residence or business, you are responsible for: **(1)** the supply of electrical power; and **(2)** the proper maintenance of your Wi-Fi access-enabling equipment, including replacing the battery, if any, and contacting your Internet service provider for technical servicing as required.

**(c) Can I access and dial the 9-1-1 Service with Wi-Fi Calling?** That depends where you are dialing 9-1-1 from ("**Emergency Call**"):

- (i) **Emergency Calls made in Canada and the U.S. with Wi-Fi Calling:** There are important limitations which you must explain to anyone using Wi-Fi Calling on your Device. Your Emergency Call and location information are not automatically sent to the nearest emergency centre. The Emergency Call is first answered by a third-party operator. You must be ready to provide your location to the operator who will then route the Emergency Call to the appropriate emergency response centre based on the location you provide. If you cannot speak, do not hang up. Wi-Fi Calling allows you to verify and update your location through your Wi-Fi Calling app settings. This location information will be transmitted to the operator who will then route the Emergency Call based on the address in your Wi-Fi Calling app settings. This is why it is crucial that you keep the location information up-to-date within your Wi-Fi Calling app settings.
- (ii) **Emergency Calls made when there are multiple Devices enabled for Wi-Fi Calling using the same login credential (i.e., mobile number):** If your Emergency Call is disconnected, you will not be able to answer a call-back from the operator or emergency centre if the call is answered by one of the other Devices beforehand.
- (iii) **Emergency Calls made from outside of Canada and the U.S.:** Do not use Wi-Fi Calling. An operator may answer the call but will not be able to transfer it to the appropriate emergency response centre.

**(d) Can I use text with 9-1-1 using Wi-Fi Calling?** No. Wi-Fi Calling does not support T9-1-1. In order to use T9-1-1, you will need to do so over a mobile network and you must first register with Lucky Mobile as a T9-1-1 user.

**(e) Can I seamlessly transition from Wi-Fi Calling to mobile service?** No. If you begin an Emergency Call with Wi-Fi Calling and subsequently move to an area where mobile service is available but the Wi-Fi signal is not, the call will drop and you will need to place a new 9-1-1 call over a mobile network.

**(f) What else should I know about making Emergency Calls through Wi-Fi Calling?** First, if there is a delay by the operator in answering your Emergency Call, you may need to attempt the call again. Second, to make your Emergency Call on speakerphone, first connect with the operator before you select the speakerphone option on your Device.

**6. What are some other limitations of Wi-Fi Calling?** Wi-Fi Calling does not support voice calls or texts to: (i) 211, 311, 411, 511, 611, 711, 811; (ii) 0+ or operator assisted calling (including, without limitation, third party billing calls); (iii) any special numbers, including those prefixed with "\*" or "#"; or (iv) short codes, either free or premium (billed per call/text). Some toll-free numbers may not be supported and others may only work when dialed from specific cities or regions.

**7. How does Lucky Mobile limit its liability in respect of Wi-Fi Calling?** To the extent permitted by applicable law, Lucky Mobile is not responsible to anyone for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages relating to or arising out of any inability to access 9-1-1

Service or use Wi-Fi Calling as a result of the above-mentioned limitations or your failure to comply with the above-mentioned requirements.

**8. Are there additional terms applicable to my use of Wi-Fi Calling?** Yes, as follows:

- (a)** On behalf of CounterPath Corporation (“**CPC**”), these Wi-Fi Calling Terms grant you a personal, non-exclusive, non-transferable sublicense to install and run one copy of the Wi-Fi Calling software (“**Software**”) on your Lucky Mobile SIM-enabled device solely for the purpose of using Wi-Fi Calling. All other rights in the Software not expressly granted herein, including ownership and proprietary rights, are reserved by CPC (as owner of the Software). By using Wi-Fi Calling, you agree that CPC is a direct and intended third party beneficiary of the Wi-Fi Calling Agreement, entitled to enforce these Wi-Fi Calling Terms directly as if CPC were a party to such agreement. Any and all terms and conditions (including disclaimers of warranties, limitations of liability, indemnities and intellectual property license restrictions) contained within these Wi-Fi Calling Terms and applicable to your use of Wi-Fi Calling and the Lucky Mobile Services shall apply equally to your use of the Software.
- (b)** You do not own or acquire any right in the Wi-Fi Calling number assigned to you by Lucky Mobile. Lucky Mobile may change, withdraw or re-assign your Wi-Fi Calling number at its discretion (including if you fail to use Wi-Fi Calling within a period of 180 calendar days) and if we do so, we will give you prior notice, using a reasonable method to bring it to your attention, such as by text message or in-app messaging.