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Lucky Mobile Terms of Service

The agreement is between **you** and **Lucky Mobile**, a brand operated by Bell Mobility Inc. (“**Lucky Mobile**”, “**we**” or “**us**”).

We are federally regulated and the Agreement is governed by the federal laws of Canada, including the CRTC’s Wireless Code. More information about this Code can be found at crtc.gc.ca. Provincial laws may also apply.

Our Agreement with You

- 1. How do I accept this Agreement and what does it cover?**

Your service details, these terms of service and any attached schedule form your agreement with us (“**Agreement**”). You accept the terms of the Agreement by using or subscribing to the Services.

The Agreement covers the Services we provide to you, including:

 - your plan and all associated service features; and
 - any wireless device used with the Wireless Services (“**Device**”)

(together, “**Services**”).
- 2. Can Lucky Mobile make changes to the Agreement?**

We may change the Services and any term of the Agreement, including increasing the Charges (see **Section 10**). If required, we will give you notice of these changes in writing, at least 30 days before the effective date, using a reasonable method to bring it to your attention, for example by posting it on luckymobile.ca, by email or text message.

Where required by applicable law:

 - the notice of the change will describe the new or amended clause and the former version of the clause, the effective date of the amendment, as well as your rights if you do not agree with the amendment; and
 - if the change increases your obligations or reduces ours, you may refuse the amendment and cancel the Agreement without penalty, by notifying us no later than 30 days after the effective date of the amendment.

If you refuse the change, your remedy is to cancel the impacted Service or the Agreement (see **Section 35**).

No other statements (written or verbal) will change the Agreement.
- 3. Can I make changes?**

You may not make any changes to these terms of service.

You may be able to add, change or remove a Service. Check your plan details, My Account (download the app or see luckymobile.ca/myaccount), luckymobile.ca or contact us to see if additional charges apply.

If you move, you may need to change your plan, or phone number. Certain plans are available only in certain locations.
- 4. How long is the Agreement term?**

There is no set period.
- 5. Can the Agreement or Services be transferred?**

You may not transfer or assign the Agreement, your account or the Services (including monthly minutes or data) without our written consent. We may transfer or assign all or part of the Agreement (including any rights to accounts receivable). We may also move the Services to other networks or platforms, or change suppliers.

Your Information and Communication Preferences

- 6. Are you accountable for my personal information?**

We are accountable for how we collect, use and disclose your personal information. Our Commitment to Privacy, at the end of these terms, is a summary of our Privacy Policy and highlights important points that may be of interest to you. See our Privacy Policy at luckymobile.ca/privacy.
- 7. How can I be sure that you have accurate contact information for my account?**

You are responsible for updating:

 - your contact information;
 - your email address; and
 - your payment information.

Check My Account (download the app or see luckymobile.ca/myaccount) or call us to confirm the information we have is correct.
- 8. How can I manage my communication preferences?**

You can unsubscribe and manage your communication preferences for commercial electronic messages on luckymobile.ca/communicationpreferences. You can opt out from telemarketing messages on My Account (download the app or see luckymobile.ca/myaccount).

You will continue to receive Service related communications even if you choose not to receive marketing communications.
- 9. What happens to my personal information if I change my Device?**

You are responsible for deleting any personal information on Device.

Billing and Payment

- 10. 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.

- 11. When can you charge my credit card or debit my bank account?** You allow us to charge your credit card or debit your bank account for all Charges when:
- you set up pre-authorized payment;
 - you make a payment; or
 - you top up.

- 12. How do you calculate my usage Charges?**

Voice (local and long distance calls)	Both local and long distance calls are rounded up to the nearest minute (for example a 9 minute and 14 second call will be rounded up to 10 minutes). If you call a phone number outside of your local coverage area or if you receive a phone call when outside your local coverage area, you will be charged for long distance. For an explanation of local and long distance coverage areas, see luckymobile.ca/coverage . Additional charges may apply to calls to special phone numbers, including those beginning with a “#” or a “*” or short codes (billed per call).
Text messages	Billed per text message, whether received or sent. An additional charge may apply for certain text messages such as: <ul style="list-style-type: none">• premium texts;• text messages sent or received from a messaging application or landline; or• text messages received while roaming or from a U.S. or international phone number.
Data	Data usage is rounded up to the nearest kilobyte (for example a 0.25 KB download will be deemed 1 KB). Charges apply from the moment a data transmission starts whether or not it was successfully sent or received. Certain apps may generate data usage even when you are not actively engaged in using them. Certain plans and add-ons do not include data for modems or tethering.
Roaming	Roaming occurs when your Device uses another wireless service provider’s network to send or receive voice, text or data transmissions.

- 13. What happens if I go over my usage limits?** You are responsible for all usage. This includes usage generated automatically by your Device or apps.
- If you go over the usage limits of your plan or add-ons, unless you add a Service Pass:
- data will be provided at lower speeds; and
 - the other Services won’t be available until your total monthly charges are next deducted from your account.

Check luckymobile.ca/servicepasses for more information.

- 14. Do you provide tools to help manage my bills?** Go to luckymobile.ca and My Account (download the app or see luckymobile.ca/myaccount) to find tools to help you manage your bills, including, as applicable, notifications on data usage, roaming, data caps and usage monitoring tools.

Services

- 15. Where are the Services available?** We and our roaming partners may change networks or geographical coverage areas. See luckymobile.ca/coverage for our latest Service coverage areas.

- 16. What factors can impact the performance of the Services?** The performance, speed, or availability of the Services may be impacted by several factors, including:
- the configuration, compatibility and location of the network or your Device;
 - weather conditions or geography;
 - third party restrictions or limitations;
 - network changes or changes to geographical coverage areas;
 - network congestion or interference;
 - network outages, including during planned hardware or software upgrades;
 - power outages; or
 - equipment or Device failure, including due to tampering or damage.

We are not responsible for other services you have that may be impacted by the performance, speed, or availability of the Services, for example:

- third-party communications services or equipment; or
- monitored security alarms or monitored medical devices (including some monitored by us).

Due to equipment or Device limitations, Services may not achieve peak speeds.

- 17. Are there any times when access to 9-1-1 is not available?** Access to 9-1-1 emergency services may not work when the Services are not available (see **Section 16**). We are not responsible for any inability to access 9-1-1 emergency services.

18. **Are you responsible for emergency alerts?** Emergency alerts are required by law and we are not responsible for them, including the content, timing or receipt of an alert.
19. **Do I own the phone number or identifiers that you assign to me?** You do not own any assigned phone number or identifier. We may change, withdraw or reassign any phone number or other identifier.
20. **How do I transfer the Services (including a phone number)?** When you subscribe to our Services, tell us you wish to transfer the services and your phone number from your existing provider. We can then contact that provider on your behalf to cancel the services and complete the transfer. Most phone numbers can be transferred but not all.
- When you transfer your Services to another provider, we are not responsible for any interruption or disconnection of any service or loss of any credit or offer associated with a transfer request. A “transfer” of a phone number does not include the transfer of any associated services, including voicemails and apps. Before your new provider cancels a Service on your behalf, it is your responsibility to review the impact such cancellation may have on your eligibility for any credit or offer. For more information, see luckymobile.ca/transfer.
21. **How do you manage my content?** We assume that you own or have the rights to use any content you upload or otherwise transmit using the Services. We may use your content in order to provide the Services.
22. **How does Lucky Mobile help to ensure fair network access, efficient operation and the responsible use of the Services?** We may use methods to manage our networks such as the prioritization or deprioritization and Internet traffic management practices, which may include:
- allocation of bandwidth (which may impact speeds);
 - filtering for spam and malicious or illicit content;
 - anti-virus mechanisms; or
 - measures to protect the integrity of our networks (such as the blocking of your traffic or other traffic in the event of denial of service attacks).
- For a description of our Internet traffic management practices, see luckymobile.ca/ITMP.
- You must comply with and we enforce the rules in the **“Responsible Use Policy”** in **Schedule A**. We have the right (but not the obligation) to monitor the Services, including your use of the Services and the location of your Device.
- We may monitor or investigate any content or your use of our networks, including bandwidth usage and how it affects Services and our network operation and efficiency.
- We may disclose any information required to ensure the Services are not being used contrary to the Responsible Use Policy or in accordance with our Privacy Policy.
23. **How am I responsible for my account?** You are responsible for:
- the protection of your accounts and passwords;
 - for all use of your account and the Services by yourself and any other users;
 - designating authorized users on your account and notifying us if you wish to add or remove users; and
 - payment of all Charges billed to your account whether authorized by you or not.
- If you don’t access content associated with your account, such as voicemails, within a certain period of time or if the Service is cancelled, we may delete that content.
24. **Will Lucky Mobile ever replace its equipment or networks?** As part of the ongoing provision of Services, we may replace, modify or upgrade our networks and platforms. Rather than maintain existing technology, we may choose to replace it with alternative technology.
- You must ensure that your Device remains compatible with the Services. If not, you will have to cancel the Services or you will continue to be billed.
25. **Do you modify software?** We can modify our (or third party) software on your Device to the extent these modifications are reasonably necessary for the continued efficient operation of the Services. We may also do so to ensure the software remains compatible and functions properly with technological improvements to the Services. These modifications may be required for you to continue receiving the Services.

Content

26. **Can I rebroadcast, share or copy the content?** We may provide content including content from third parties. You may not rebroadcast, copy, share or transmit any content in any form, or charge or receive a fee for same.
27. **Is the content I subscribe to always available?** All content is provided on a “subject to availability” basis and is subject to change.
28. **Can I watch the content I subscribe to on my personal devices?** Where permitted by the content provider, you may view select content on your Device and certain other personal devices.
- Viewing content may be subject to data usage charges. Interactive services and applications may also incur additional data usage charges. You are responsible for any data usage charges.
- A limit may apply on the number and type of devices that can be used.

Your Device

- 29. What are the Device options?** You may be able to:
- bring your own Device; or
 - purchase your Device from us.
- 30. What is your Device return policy?** You may return a Device purchased from us (up to 2 times per Device activated on your account) if the Device is returned:
- within 15 days of the start date;
 - in "like new" condition with the original packaging, manuals and accessories; and
 - with the original receipt from the store of purchase or to the address specified for returns if you purchased the Device online or by phone.
- SIM cards cannot be returned once the packaging is opened or the SIM card is activated.
- We will not accept returns of Devices if usage exceeds 30 minutes of voice usage or 50 MB of data. Funds added to your account are non-refundable. If you are a person with a disability, the same conditions apply; however, you may return your Device within 30 days of the start date and double the permitted usage set out above.
- 31. What happens if my Device is lost or stolen?** If your Device is lost or stolen, you must notify us and we can suspend the Services as well as any automatic top up program.
- If you find your Device, and you wish to restore the Services, you must notify us; otherwise, after 4 months, the Device may be permanently disabled.
- If you wish to maintain your account, you must continue to top it up. Funds added to your account are non-refundable.

Warranties and Our Liability

- 32. Are there any warranties on the Services, equipment or Devices?** To the extent permitted by applicable law, we make no warranties, representations, claims, guarantees or conditions, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to any Services or Devices.
- We assume no liability for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of any Service.
- The equipment and Devices you buy from us may be covered by a manufacturer's or other warranty. To understand what protections such warranties offer and how long they last, see luckymobile.ca/support or review any warranty document provided with the Device.
- 33. Are credits issued for service outages?** Any credit or refund for any service unavailability or service outage is at our discretion.
- 34. How does Lucky Mobile limit its liability?** Our liability for all causes of action is limited to payment, upon request, for actual and direct damages up to a maximum amount equal to the Charges (excluding the Device Charges) payable during any Service outage.
- Otherwise, we are not responsible to anyone for claims, losses, expenses or any damages (including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages), including, as a result of:
- any inconvenience, loss of time or loss of income; or
 - distribution of content by you or third parties.
- We are not responsible for failing to meet obligations due to causes beyond our reasonable control, including:
- work stoppage or labour dispute;
 - act of nature, pandemic, war, terrorism or civil insurrection;
 - any law, order, regulation or direction of any government;
 - power outage;
 - any unlawful act or omission; or
 - any act or omission of a third party, such as another network user or telecommunications provider whose network is used to provide Services.

Cancelling and Suspending the Services

- 35. How can I cancel my Services?** Contact us to cancel any Service with the date on which you want the cancellation to be effective.
- Alternatively, your account and the Services will be deactivated if there are insufficient funds in your account for 4 months (see **Section 36**).
- 36. Can you cancel or suspend my Services or terminate the Agreement?** We can suspend or cancel any order, the Services in whole or in part, disable the Device or terminate the Agreement, without notice, if you breach or fail to comply with any part of the Agreement, including if:
- you or any user of the Services, authorized or not, fail to comply with the Responsible Use Policy;
 - the Services are used in a way which is inconsistent with ordinary usage patterns; or
 - there are insufficient funds in your account for 4 months.
- In taking any action under this **Section 36**, we will comply with the CRTC's Deposit and Disconnection Code.
- In addition, we can cancel any Service or terminate the Agreement upon a minimum of 30 days' (60 days where required by applicable law) prior written notice to you, including where we stop offering a Service.

37. Does any part of the Agreement continue after cancellation of the Services?

The rights and obligations which by their nature continue beyond cancellation of a Service or the Agreement will remain in effect, including:

- Sections 6 to 9 (Your Information and Communication Preferences);
- Sections 10 to 14 (Billing and Payment);
- Section 17 (Access to 9-1-1);
- Section 31 (Your Device);
- Sections 32 to 34 (Warranties and Our Liability), and
- this Section 37.

Get More Information/Contact Us

38. Is the Agreement available in alternative formats?

You can request alternative formats and find more information about our accessibility services through our Accessibility Services Centre:

- at luckymobile.ca/accessibility;
- via email at accessibility@luckymobile.ca;
- by calling 1 800 668-6878 and asking for the Accessibility Services Centre; or
- using a TTY: 1 800 268-9242.

39. If I have a disability, am I entitled to a trial period?

If you (or a member of your household) are a user with a disability, you are entitled to a trial period of 30 days to determine if your needs are met. For more information, contact the Accessibility Services Centre (see above) or see luckymobile.ca/accessibility.

40. What if I have an unresolved complaint?

If you have a complaint that we have been unable to resolve, you can contact the Commission for Complaints for Telecom-television Services (CCTS): P.O. Box 56067 – Minto Place RO, Ottawa, Ontario, K1R 7Z1. Toll-free: 1 888 221-1687. TTY: 1 877 782-2384. Fax: 1 877 782-2924. Email: response@cctscprst.ca. CCTS website: ccts-cprst.ca.

Contact Information
<p>By phone: 1 833 885-8259 Monday to Friday, from 8 a.m. to 9 p.m. Weekends, from 9 a.m. to 6 p.m.</p> <p>Online: luckymobile.ca/contactus</p> <p>By mail: 5099 Creekbank Rd., Mississauga, ON L4W 5N2</p>

Commitment to Privacy

This is our commitment to you:

1. We commit to being accountable to you for how we collect, use and disclose your personal information.
2. We will inform you of the ways your personal information is being collected, used or disclosed. We may do this through our Privacy Policy, our Terms of Use or our websites.
3. We only collect, use or disclose your personal information if we have your consent, or in circumstances where your consent isn't necessary (such as an emergency situation).
4. We only collect your personal information in fair and legal ways. We limit our collection of your personal information to the purposes identified in advance to you.
5. We use or disclose your personal information for the reasons it is collected, when it is otherwise allowed, or as required by law. We keep the information only as long as we need to, or as required by law.
6. We correct your personal information when you inform us of mistakes or let us know updates are required.
7. We do our best to keep your personal information safe, and ensure we use appropriate physical, technical and administrative safeguards appropriate to the sensitivity of the information. If we transfer your personal information to our suppliers we ensure your information is appropriately protected.
8. We make information available to you about our information management policies and practices.
9. We will provide you with access to the personal information we hold about you upon written request, unless restricted by law.
10. We are here to listen, and to help. If you have concerns, please contact us at privacy@luckymobile.ca.

Schedule A – Responsible Use Policy

Are there any rules regarding my use of the Services?

Everyone using our Services must do so responsibly. This means any use shall:

- be for the Services' intended purposes, which is for your private use;
- respect the rights of others, including other customers;
- respect the integrity of our networks;
- comply with all laws.

In this policy, "use" includes but is not limited to enabling, facilitating, permitting or attempting. You are responsible for any use made through your account whether authorized by you or not.

You cannot abuse or misuse the Services or our networks. For example, you engage in abuse or misuse when you:

- use it for an illegal or malicious purpose;
- don't use as authorized anything protected by intellectual property rights (such as software or content) or otherwise infringe these rights;
- circumvent, breach or attack any security or protection measures, including breaching an Internet host's policies or propagating malware, viruses, worms or "Trojan horse" programs;
- send or relay unsolicited messages, such as spamming or phishing;
- invade someone's privacy, harass or intimidate others;
- distribute content that is defamatory, discriminatory, violent, obscene, child exploitation/pornography or hate propaganda;
- resell, transfer or share the Services, with or without fees, in which case we may, in addition to other remedies, if applicable, charge you the lesser of \$30 per MB or another amount we reasonably estimate as liquidated damages;
- share your account identifiers and passwords;
- interfere with our networks, including preventing use by others, such as when your use is disproportionate or inconsistent with ordinary usage patterns (for example, use of wireless data in excess of 25 GB per billing period);
- modify, tamper or disassemble the equipment or Devices authorized on our networks (including IMEI or other identification);
- harass or be abusive to us or our representatives.

If you abuse or misuse the Services or our networks we may, immediately and without notice:

- suspend, restrict, change or cancel all or part of the Services;
- modify or deactivate Our Equipment, your equipment or Device;
- reduce the data speeds, for example, to as low as 16 Kbps for Wireless Services;
- terminate your Agreement (see **Section 36**).

How does Lucky Mobile help to ensure fair network access, efficient operation and the responsible use of the Services?

We may use methods to manage our networks such as the prioritization or deprioritization and Internet traffic management practices, which may include:

- allocation of bandwidth (which may impact speeds);
- filtering for spam and malicious or illicit content;
- anti-virus mechanisms; or
- measures to protect the integrity of our networks (such as the blocking of your traffic or other traffic in the event of denial of service attacks).

For a description of our Internet traffic management practices, see luckymobile.ca/TMP.