

The agreement between you (“**Customer**” or “**you**”) and Lucky Mobile includes the following documents:

- a summary setting out critical information about what you are signing up for (“**Critical Information Summary**”);
- an agreement page confirming your acceptance of your agreement with us (“**Our Agreement Page**”);
- a summary of key details about your Device, Services, promotions and related Charges (defined below) (“**Mobile Service Summary**”); and
- the actual terms of service spelling out your, and our, obligations (including the schedule attached) (“**Terms of Service**” and “**Schedule**”)

(together, the “**Agreement**”).

You should review the entire Agreement. All of the parts are important and together create a legal contract about the Services and the Device (each as defined in **Section 1**) that applies to you once you have accepted it. Lucky Mobile relies upon your promise that you have reached the legal age of majority in your province or territory of residence and are authorized to enter into this Agreement. To help you to understand your rights and obligations under this Agreement, these Terms of Service are written in a question and answer format. At the end of these Terms of Service you’ll find Lucky Mobile’s contact information. Lucky Mobile is a brand operated by Bell Mobility Inc. (“**Lucky Mobile**”, “**we**” or “**us**”).

1. What is covered by this Agreement?

This Agreement is for prepaid wireless telecommunications services provided by or through Lucky Mobile (“**Lucky Mobile Services**” or “**Services**”), including voice (exclusively for the purpose of making and receiving person-to-person voice calls and/or accessing voicemail), text, data (including data transmissions relating to the Internet of things) or other services, and account administration (for example, account changes and customer service). This Agreement also applies to any wireless device (“**Device**”) to be used with the Services. Only Lucky Mobile issued subscriber identity module cards (“**SIM Cards**”), which are required to connect your Device to the Lucky Mobile networks, can be activated on Lucky Mobile networks.

2. How do I accept this Agreement?

You **(a)** sign the Our Agreement Page; **(b)** click “I Agree” or perform any other form of electronic acceptance; **(c)** verbally agree to enter into this Agreement; or **(d)** activate or use any of the Lucky Mobile Services.

Your Information and Communication Preferences

3. How does Lucky Mobile protect my personal information?

Lucky Mobile’s commitment to privacy protection is found at the end of these Terms of Service. Lucky Mobile protects your personal information in a manner consistent with our Privacy Policy available at luckymobile.ca/privacy and applicable laws. By entering into this Agreement, you agree that Lucky Mobile may share your information with other Bell companies and brands as they exist over time (together, with Lucky Mobile, “**Our Companies**”).

4. How can I be sure that Lucky Mobile has accurate contact information for my account?

You are responsible for keeping the contact and payment information you provide to Lucky Mobile (including name, mailing address, email address, telephone number, credit card or bank account information) up to date. Visit luckymobile.ca/myaccount to confirm that the information we have on file is correct.

5. How does Lucky Mobile recommend and market its own products and services to me?

At Lucky Mobile, we use a number of ways to keep our customers informed about the products and services Our Companies provide. We recommend products and services to you based on your account information, eligibility and your needs and preferences as determined by your purchase and use of our products and Services. We may also reach out to inform you of ways to save, new product and Service releases, and other useful information using a variety of means, including by sending you commercial electronic messages or calling you. You can unsubscribe or manage your communication preferences for commercial electronic messages by visiting luckymobile.ca/communicationpreferences, and you can opt-out from telemarketing messages by visiting luckymobile.ca/myaccount. You will continue to receive service-related messages even if you choose not to receive marketing communications.

Availability of Your Service and 9-1-1 Limitations

6. Where are the Services available?

Lucky Mobile and our roaming partners provide Service coverage for almost all of the populated areas in Canada. Visit luckymobile.ca/coverage for our latest service coverage areas and maps. Lucky Mobile and our roaming partners may, from time to time and without notice, change networks or geographical coverage areas, including Zones (as defined in **Section 15**). Lucky Mobile is not responsible for any loss you or anyone else may suffer as a result of any disruptions or outages to the Services, or as a result of any changes to the networks or geographical coverage areas.

7. What speed can I expect from the Services?

As fast as our technology, and your Device and selected Services, allow. Lucky Mobile doesn't guarantee the Services will achieve peak speeds (even if you pay extra to get higher peak speeds). When delivering your Services, Lucky Mobile may employ its different networks (including mobile networks and Wi-Fi networks) and manage network resources using methods which include (i) Internet traffic management practices; and (ii) prioritization or deprioritization of network access, all in a manner consistent with applicable law. If you violate our Responsible Use of Lucky Mobile Services policy ("**Responsible Use Policy**") in **Schedule A**, then Lucky Mobile may, among other things, reduce your speed for network management purposes or terminate your Services. Please review the Responsible Use Policy for greater detail. For a description of our Internet traffic management practices, please visit luckymobile.ca/ITMP.

8. Is 9-1-1 always available? Is Lucky Mobile responsible for Emergency Alerts?

No. Further details below.

(a) **9-1-1:** Lucky Mobile provides 9-1-1 emergency call routing Service ("**9-1-1 Service**"), which may not always work for a variety of reasons. Also, 9-1-1 Service does not work with all Devices or Plans (as defined in **Section 13**): certain Devices like tablets, modems and turbo sticks/hubs or Devices equipped with data-only Plans may not support, or be intended for, voice services and either cannot be used to call or access 9-1-1 or, if 9-1-1 access is available, it may include important limitations, for example, the 9-1-1 operator's inability to call you back in the event your call is disconnected. **Section 9** sets out additional reasons that 9-1-1 Service may not work on all Devices. While Lucky Mobile provides emergency call routing when the 9-1-1 Service is available and the Device is capable, it is the local government that provides the 9-1-1 emergency response services. If you are calling from an area where 9-1-1 emergency response services are not available, then your call may not be routed to a live operator. Contact your local government for additional information. For an explanation about 9-1-1 Service and information about where 9-1-1 Service may be available, please visit luckymobile.ca/911. **To the extent permitted by applicable law, Lucky Mobile is not responsible for any inability to access 9-1-1 Service.**

(b) **Emergency Alerts:** As required by law, Lucky Mobile distributes mandatory emergency alerts issued by government bodies (such as Environment and Climate Change Canada) that it receives from the Alert Ready system ("**Emergency Alerts**") to compatible Devices connected on the Lucky Mobile LTE network. **Lucky Mobile is not responsible for the operation of the Alert Ready system, including the content, timing and/or receipt of an Emergency Alert.** For information on Emergency Alerts and Device compatibility, please visit alertready.ca/wireless.

9. Will all Lucky Mobile Services work with all Devices?

No. Lucky Mobile does not guarantee the Services, including 9-1-1 Service, will work on all Devices, especially if the Device was not purchased directly from Lucky Mobile or if it was modified in a way which Lucky Mobile has not authorized (including, but not limited to, via manufacturer or third-party software updates or downloads, third-party unlocking services or Device tampering). Your Lucky Mobile SIM Card may not be compatible with all Devices, and your Lucky Mobile Services (including Rate Plan) must be used exclusively with the specific type of compatible Device that Lucky Mobile has identified at luckymobile.ca. It is your responsibility to ensure that your chosen Device is able to fulfill your requirements, including that it is compatible with connecting technologies if you need handsfree or similar capabilities.

10. What happens if my Device becomes outdated?

Lucky Mobile may change the minimum technology requirements for the Lucky Mobile Services in which case you may need to replace your Device. If you fail to do so, your Device might not be adequate to access the Services and your only remedy will be to cancel the affected Lucky Mobile Services.

11. Does Lucky Mobile issue credits for Service outages?

Any credit or refund for Service unavailability is entirely at Lucky Mobile's discretion.

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Managing Your Account

12. What is the term of my Agreement?

Your Agreement with Lucky Mobile begins upon initial activation of the Services and there is no term commitment.

13. What is the difference between a Plan, an Add-On and Pay-Per-Use Services?

Lucky Mobile provides you with a variety of subscription options when ordering Lucky Mobile Services. You can subscribe to pre-defined Services (your “**Plan**”), add features (not within the Plan) that interest you (an “**Add-On**”), and have the additional option of using and paying for certain Services as-needed (“**Pay-Per-Use**”), including via a service pass (“**Service Pass**”). The amount you must pay for any use of the Services (your “**Charges**”) will vary depending on the combination of Services you select. Any usage over and above that which is included in your Plan or Add-On is additional usage (“**Additional Usage**”) and will be charged in accordance with **Section 14**. Remember that you are responsible for choosing the combination of Services that is most appropriate to your needs.

14. What happens if I reach the usage limits of my Plan or Add-On?

You have the option to purchase a Service Pass (if available) for additional usage. Visit luckymobile.ca/servicepasses for more information.

15. How do Lucky Mobile Zones affect my Services?

A zone (“**Zone**”) is a set geographical location defined by Lucky Mobile. Select Plans available with Lucky Mobile – a “**Zone Plan**” – restrict your Plan usage to eligible Zones. If you have a Zone Plan, additional Charges may apply for use of your Services outside of your specified Zone(s).

If you have a Zone Plan and reach the data usage limit of your Plan or Add-On (or any Service Pass), you must purchase a Service Pass to continue using data or Lucky Mobile may continue to provide you with data Services at reduced speeds. Visit luckymobile.ca/zones for additional information.

16. Will I have to pay anything in addition to the Charges described above?

There may indeed be cases where additional fees (“**Fees**”) apply, for example, if a customer service representative completes a transaction on your behalf. You will be notified of, and must agree to, a Fee before it is charged. Visit luckymobile.ca/onetimefees for additional information. Fees are usually charged separately from your Plan and may change from time to time in accordance with **Section 43**. Certain third party app providers may charge you a fee for subscribing to their app and you are responsible for these fees.

17. How do I manage my account and Charges?

You can review your account details online through luckymobile.ca/myaccount. You can update account information, add Add-Ons to your account and view or change your Plan details.

18. How does Lucky Mobile calculate my usage Charges?

It depends on the Service being used.

(a) Voice: Both local and long distance calls are rounded up to the nearest minute, unless otherwise stated. Time begins when you initiate a call (for example, by pressing “Send”) or, for calls you receive, from the moment the call request connects to Lucky Mobile’s network (which may be before the Device rings) until the time the activity is disconnected (for example, by pressing “End”). If you call a phone number outside of your local coverage area or, as applicable, your Zone, or if you receive a phone call when outside your local coverage area or, as applicable, your Zone, you will be charged for long distance Services. Airtime and long distance Charges also apply to voicemail retrieval. For an explanation of local and long distance coverage areas and Zones, visit luckymobile.ca/coverage. Calls to special numbers (excluding those operated by and on behalf of Bell), including those beginning with a “#” or a “*” or short codes (billed per call), are not included within your Plan or Add-Ons and may result in additional Charges.

(b) Text: Lucky Mobile counts your incoming and outgoing text messages. Long text messages may be broken up into smaller segments, in which case you will be charged per segment. There may be circumstances where your Device is inactive and incoming text messages are received by Lucky Mobile’s networks but cannot be delivered to your Device. Applicable text Charges continue to apply even if you do not immediately receive them. Interactive text messages (also known as premium short code messages) are counted outside of normal text message. Charges and additional Fees apply. Premium short code messages can be stopped by replying to a message with the word STOP. Visit luckymobile.ca/antispam for further information or to block premium short code messages. Texts to special numbers (excluding those operated by and on behalf of Bell), including those beginning with a “#” or a “*” or short codes (billed per text), and texts to landlines are not included within your Plan or Add-Ons and may result in additional Charges.

- (c) **Data:** Data usage is rounded up to the nearest kilobyte, unless otherwise stated. Applicable data Charges apply from the moment a data transmission starts and are measured by the data sent and received by Lucky Mobile's networks in connection with such transmission, whether or not the data request is successfully completed. This means that any of your account usage details may be greater than the data actually received by your Device in connection with the Services. Note as well that certain third party apps may generate data usage even when you are not actively engaged in using them – it is your responsibility to understand how much data is used by your selected app(s). Certain Plans or Add-Ons that include data may apply to on-Device transmissions only – so if you use your Device as a modem or tether, then you may be charged Pay-Per-Use Charges for data Services.
- (d) **Roaming:** You're "roaming" whenever your Device has to use another wireless service provider's network to send or receive voice, text or data transmissions. Roaming with Lucky Mobile can occur in Canada. Your Device will not be able to roam internationally with a Lucky Mobile SIM.

19. Can I change my Plan and/or Add-Ons?

Yes, you may change your Plan and Add-Ons by logging into luckymobile.ca/myaccount. You are required to have enough funds in your account to cover the Charges for the newly selected Plan and/or Add-On(s), plus any additional taxes or Fees. Changes will take effect as of your next Monthly Charge Date (as defined in **Section 33**), but on the rare occasion in which Lucky Mobile may permit a change to take effect between Monthly Charge Dates, the price of, and usage included within, your new Plan and/or Add-On will be prorated to your next Monthly Charge Date.

20. What if I move?

Certain Plans are only available in certain locations. If you move to a different location than the one indicated on your account and wish to continue your Lucky Mobile Services, you may need to change your Plan (see **Section 19**) and/or your Mobile Number. Visit luckymobile.ca/onetimefees as additional Fees may also apply.

21. Do I own the mobile number that Lucky Mobile assigns me?

No. You do not own or acquire any right in any assigned mobile number. Lucky Mobile may change, withdraw or re-assign any number. Your mobile number may be automatically transmitted to the person you call, other carriers or to us. You can block this display either permanently or on a per-call basis at any time in accordance with the instructions posted from time to time on luckymobile.ca/support.

22. Can I keep my number?

- (a) **Transfers to Lucky Mobile.** Lucky Mobile will ask your existing service provider to "transfer-in" or "port-in" your existing number if you: (i) confirm that you have the right to make the request; (ii) authorize Lucky Mobile to share with your existing service provider your information relevant to the transfer request (which may include personal information); and (iii) complete and sign any required request form. You are responsible for payment of fees and taxes owed to your existing service provider (including any applicable cancellation fee).
- (b) **Transfers from Lucky Mobile.** If you or your new service provider ask us to, and your assigned account and mobile number are active, Lucky Mobile will process a "transfer-out" or "port-out" request for your mobile number to your new service provider. You are responsible for all Charges, Fees and taxes associated with the transfer from Lucky Mobile. Prepaid funds are non-refundable. Please refer to **Section 46** to understand how to end your Agreement.

Lucky Mobile is not responsible for any interruption, disruption or disconnection of any services associated with the number which is the subject of a transfer request. A "transfer" of a number does not include the transfer of any associated services (including voicemails), devices or apps.

23. Who is responsible for protecting my account and Device?

You are responsible for the protection of your account(s) and password(s) and for all use of your account, the Lucky Mobile Services and your Device by yourself and any other users (including subscribers on your account). You must also protect your Device from theft, unauthorized use and software corruption. You are responsible to back up and safeguard your data, including your text, email and voicemail messages. Lucky Mobile may also require that you take proactive measures to protect your Device (for example, updating software). Lucky Mobile may delete your data and reset your Device to factory settings in certain circumstances. If you have concerns about unauthorized persons ordering Lucky Mobile Services without your permission, you should investigate the appropriate use of parental controls, passwords and personal identification numbers for your account. You are responsible for payment of all Charges on your account which is why it is so important to protect your account and keep account information up-to-date

24. How do I use my Lucky Mobile Services responsibly?

You are responsible for using the Lucky Mobile Services in a legal and sensible manner. Lucky Mobile monitors usage on our networks to maintain the continuous, efficient operation of the Lucky Mobile Services and where necessary, enforces the rules contained in the Responsible Use Policy. You must comply with the Responsible Use Policy and all applicable laws when using the Lucky Mobile Services and **Lucky Mobile reminds you that it is illegal and unsafe to drive while using your Device unless you are using handsfree capabilities.** We also recommend using the handsfree mode in any situation when you might be distracted (such as biking or walking with your Device). Lucky Mobile may, but is not required to, monitor (electronically or otherwise) or investigate your use of Lucky Mobile Services and networks, including Device location, network consumption (and how it affects operation and efficiency of the network and Lucky Mobile Services), use of Applications (as defined in **Section 27**) or your content. Lucky Mobile may disclose any information necessary to satisfy any law, regulation, governmental or other lawful request from any applicable jurisdiction or as necessary to operate and optimize Lucky Mobile Services and to protect itself or others and ensure Services are not being used contrary to the Responsible Use Policy.

Content

25. Am I responsible for content that I create or engage with when using the Lucky Mobile Services?

Yes. It is your responsibility to ensure that you have the rights to any content you post, upload, store, transmit or communicate to others using the Lucky Mobile Services, including data, documents, videos, music, photos, etc. Lucky Mobile is not responsible for the unauthorized use or distribution of this content (including third-party content).

26. How does Lucky Mobile manage my content?

Only as required to provide the Lucky Mobile Services. In providing the Services, Lucky Mobile may use, copy, adapt, transmit, display, publish, perform and distribute your content. Lucky Mobile may store your content so you can access it, but that if you fail to access such content within a certain period of time (as determined by Lucky Mobile), or if the applicable Service is modified or terminated, Lucky Mobile may delete it without notice to you.

27. Does Lucky Mobile provide its own content?

Lucky Mobile may provide its own content as part of certain Services, including interactive services and applications ("**Applications**"). Any Lucky Mobile content is provided on a "subject to availability" basis, may change in our discretion and may only be used by you in accordance with our Responsible Use Policy. Lucky Mobile will not refund Charges or credit you for any interruptions in your enjoyment of Lucky Mobile (or any other) content.

Your Device

28. What happens to my content if I replace my Device?

If you plan to stop using your Device, it is your responsibility to delete any personal information and content it contains. To do so, you must reset the Device to factory settings. Visit luckymobile.ca/support to find out how. If you replace your Device, your content may not be transferable. If your content is important to you, then ask whether the content can be transferred. You may be charged a fee for Lucky Mobile performing the transfer of content.

29. Does Lucky Mobile install, modify or remove software on my Device?

When you accept this Agreement, you agree to Lucky Mobile installing, modifying or removing Lucky Mobile software or other software on your Device (which may include Applications, features and settings on your Device and/or SIM Card) wirelessly or otherwise, without additional notice. These updates may be required in order to continue receiving the Services.

30. What is Lucky Mobile's return policy?

If you purchase a Device from Lucky Mobile which does not meet your needs, you may return your Device (up to **2** Devices per subscriber on your account) if the Device: **(a)** is returned within **15** calendar days of the start date; **(b)** is in "like new" condition with the original packaging, manuals and accessories; **(c)** returned with original receipt to the store of purchase or to the address specified for returns if you purchased online or by phone and **(d)** has not exceeded **30** minutes of voice usage or **50** MB of data usage. SIM Cards are not returnable once the packaging has been opened or the SIM Card is activated. If you are a person with a disability, the same conditions apply, however, you may return your Device within **30** calendar days of the start date and double the corresponding permitted usage set out above. Funds added to your account are non-refundable.

31. What happens if my Device is lost or stolen?

As soon as you let us know that your Device has been lost or stolen, we can suspend your Service. If you report your Device as lost or stolen, and Lucky Mobile has not been notified of its return within a specified time period, then the Device may be permanently disabled. Remember that this Agreement continues to apply even after you have reported your Device lost or stolen. In order to ensure that your funds are not compromised, we will suspend your recurring Charges and any automatic Top-Up program that you participate in (as defined in **Section 34**) once you notify us that your Device was lost or stolen. However, if your account remains suspended over four consecutive Monthly Charge Dates, your account will be deactivated and your mobile number may be reassigned in accordance with **Section 47**. Funds added to your account are non-refundable (including for suspended or deactivated accounts).

32. What happens if my Device doesn't work?

Check your Device manual for troubleshooting tips that might help you solve the problem and contact the Device manufacturer for assistance. You will also find troubleshooting information on our website at luckymobile.ca/support. See **Section 40** (**Section 50** for Quebec customers) if your Device is covered by a manufacturer's warranty and needs to be repaired. Visit luckymobile.ca/support for full details. You are responsible for the repair of your Device and we will not provide you with a loaner Device while your Device is being repaired.

Charges and Payment Information

33. How does Lucky Mobile bill me?

You will not receive a monthly bill. You must have a sufficient balance of funds in your account on your Monthly Charge Date to pay for your Plan and any Add-On Charges (collectively, "**Total Monthly Charges**"). Your "**Monthly Charge Date**" is the date on which your Total Monthly Charges are deducted from your account. If your account balance is less than the Total Monthly Charges on your Monthly Charge Date, your account will be suspended (and your Plan and Add-On Services blocked) until you "**Top-Up**" your account balance with sufficient funds. Once your account is suspended, the date upon which your Total Monthly Charges are deducted successfully from your account will become your new Monthly Charge Date. If your account remains suspended and is not successfully charged for four consecutive Monthly Charge Dates, it will be deactivated as of 11:59:59 PM ET on your fourth consecutive unsuccessful Monthly Charge Date in accordance with **Section 47**.

Funds added to your account are non-refundable (including for suspended or deactivated accounts).

Any funds or Services added to your account on a promotional basis will be available to you for **30** calendar days from the date they are added to your account unless otherwise indicated to you. Any unused Services from a Plan, Add-On or Service Pass will not carry over beyond the applicable usage period. If you use an automatic Top-Up program to add funds to your account, there may be rare occasions where the activity is delayed by up to **48** hours depending on your bank or due to unforeseen circumstances. You cannot transfer any funds added into your account to another account. Visit luckymobile.ca/support for additional information.

34. How can I pay Lucky Mobile?

You must pay all Charges, plus applicable Fees and taxes. To add funds to your account, you must "**Top-Up**."

You have a variety of options to Top-Up your account balance. You can participate in an Automatic Top-Up program with a pre-authorized credit or bank account, or do one-time Top-Ups with your assigned personal identification number. You can also Top-Up with your credit card or a prepaid card. Please visit luckymobile.ca/topup for additional information.

35. How do I correct a payment error?

To correct any payment made by you, including through electronic means (such as Internet or telephone banking or ATM machine), you must ask your financial institution to correct the error.

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36. What if I have a concern about a Charge or Fee?

You have to contact us within **90** days of the date the Charges and Fees were incurred, otherwise we assume you accepted them. If you are entitled to a credit from Lucky Mobile, you confirm that you have made no separate claim for a refund for the same amount from a financial institution. Lucky Mobile will apply any credits due to you from Lucky Mobile against future Charges and Fees payable.

37. How do discounts or promotions work?

Lucky Mobile will apply any discounts, incentives or promotions to your account while: **(a)** Lucky Mobile maintains these discounts, incentives, or promotions; and **(b)** you meet the applicable eligibility requirements (including, maintaining your discounted Service without interruption). Lucky Mobile may change any discounts, incentives or promotions and their eligibility requirements at any time. Discounts, incentives and promotions may take more than one monthly charge cycle to be applied and will not be applied retroactively. Before making changes to your Lucky Mobile Services (including features), please review applicable restrictions and/or eligibility requirements, as certain changes may result in loss of, or changes to, discounts or promotions.

38. Why does Lucky Mobile charge a government 9-1-1 Fee?

Lucky Mobile does not provide emergency services, but does provide a 9-1-1 Service to assist with emergency call routing (as described in **Section 8**). Lucky Mobile is required to remit mandatory 9-1-1 Fees in accordance with applicable law to some provincial or territorial governments for their provision of emergency services ("**Government 9-1-1 Fees**"). As applicable, Government 9-1-1 Fees are included in the price of your Plan. Visit luckymobile.ca/911 for details. See **Section 8** for limitations that apply to Lucky Mobile's emergency call routing 9-1-1 Service.

Warranties and Limitation of Liability (Not Applicable to Customers in Quebec)

39. Are there any warranties on the Lucky Mobile Services?

To the extent permitted by applicable law, Lucky Mobile makes no warranties, representations, claims, guarantees or conditions of any nature, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to any Lucky Mobile Services and does not guarantee that communications are private or secure. Lucky Mobile assumes no liability for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of any Lucky Mobile Services (including any Service outage or disruption), even where such unavailability occurs after activation of the Lucky Mobile Services.

40. Are there any warranties on Devices that I purchase from Lucky Mobile?

Lucky Mobile is not the manufacturer of your Device. Any Device purchased from Lucky Mobile is subject to the manufacturer's warranty, which is valid typically for one year from the purchase date of your Device with your original receipt. Some Devices (including non-new Devices) may have a different warranty period. Please review the manufacturer's warranty provided with your Device or through the manufacturer's website to understand what protection it offers and the duration of the warranty. To the extent permitted by applicable law and unless otherwise expressly provided for by Lucky Mobile in writing or as set out below, Lucky Mobile makes no warranties, representations, claims, guarantees or conditions of any nature, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to Devices that you purchase, or otherwise acquire title to and ownership of, from Lucky Mobile.

Implied warranties as to the quality or fitness for a particular purpose may cover your Device if you advised Lucky Mobile of the particular purpose for which you will require the Device, if you were not able to inspect the Device for defects or if the warranty is an industry practice. For Devices covered by the manufacturer's warranty, please visit the manufacturer's website or visit luckymobile.ca/warranty for additional information about warranties.

41. How does Lucky Mobile limit its liability?

To the extent permitted by applicable law, Lucky Mobile's liability for negligence, breach of contract, tort or other causes of action, including fundamental breach, is limited to payment, upon request, for actual and direct damages of a maximum amount of the greater of **\$20** or an amount equal to the Charges for Services payable by you during any Service outage. Other than the above-mentioned payment and 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.

42. Are there any circumstances when Lucky Mobile has no liability at all?

In addition to the circumstances described elsewhere in this Agreement where Lucky Mobile has already stated it is not responsible for any claims, losses, damages or expenses, to the extent permitted by applicable law, Lucky Mobile is not responsible for any claims, losses, damages or expenses relating to the distribution of content by you or third-parties. More generally, to the extent permitted by applicable law, Lucky Mobile is not responsible for failing to meet obligations due to causes beyond its reasonable control, including **(a)** work stoppage, labour disputes and strikes (including those involving us and Our Companies); **(b)** pandemics, war, terrorism and civil insurrection; **(c)** any law, order, regulation or direction of any government; **(d)** failure of the public power grid; **(e)** unlawful acts; **(f)** your failure to act in accordance with this Agreement; **(g)** the act or omission of a telecommunications carrier whose network is used in establishing connection to a point which Lucky Mobile doesn't directly serve, acts of nature; or **(h)** all other *force majeure* events.

Changes to Your Agreement

43. Can Lucky Mobile make changes to this Agreement or the Lucky Mobile Services?

Yes. Lucky Mobile may change the Services, and any term of the Agreement, including the Charges or Fees. If required, Lucky Mobile 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, such as on luckymobile.ca, or by email or text message. This notice will clearly identify the change and provide the effective date. Also, as required by law, this notice will set out the new term, or amended term and the term as it read before. By taking no action, you accept the change.

44. What if I want to refuse a change to this Agreement?

If you want to refuse the change, your remedy is to cancel the impacted Service or the Agreement (see **Section 46**). For customers in Quebec and Newfoundland and Labrador, if the change increases your obligations or reduces ours, you may cancel without penalty by notifying Lucky Mobile up to **30** days after the date of the change. Subject to Lucky Mobile's right to make these changes, no other statements (written or verbal) will change this Agreement.

45. Can I make changes to these Terms of Service?

You may not make any changes to these Terms of Service. However, depending on the Lucky Mobile Service you subscribe to and your Plan details, you may be able to add or remove certain Services, subject to **Section 19**. You will need to check your Service details to see if additional Fees or Charges may apply.

Ending Your Agreement

46. How do I cancel my Services?

We'll be sorry to see you go, but if you need to, contact Lucky Mobile to cancel some or all of your Lucky Mobile Services. Cancellation is effective the date Lucky Mobile receives your cancellation notice (or the date you request the cancellation to take effect). Otherwise, you can simply stop topping-up and your account will be deactivated as set out in **Section 33**. SIM Cards will be deactivated and may not be reactivated. If you are enrolled in an automatic Top-Up program to add funds to your account, please contact us to cancel the automatic Top-Up.

47. Are there circumstances when Lucky Mobile may suspend or disconnect my Services or terminate this Agreement?

Yes. To the extent permitted by applicable law, Lucky Mobile can cancel any Service or this Agreement upon a minimum of **30 days'** (**60 days'** in Quebec and Newfoundland and Labrador) prior written notice to you, including where Lucky Mobile ceases to offer a Service to which you subscribe. Additionally, Lucky Mobile can, without notice and for cause, suspend, cancel or refuse to provide Services to you (including blocking numbers or area codes), or disable your Device. Cause includes: **(a)** Lucky Mobile would have to incur unanticipated, unaccounted for, unusual or unreasonable expenses to provide any Lucky Mobile Service or third party service (such as certain conference services or service to high-cost areas); **(b)** Lucky Mobile has a reasonable suspicion that fraudulent or other illegal activity has occurred or is likely to occur; **(c)** your failure to comply with any part of the Agreement, including the Responsible Use Policy; or **(d)** your use of Lucky Mobile Services is not consistent with your ordinary usage patterns. Additionally, as set out in **Section 33**, if your account balance is less than the Total Monthly Charges on your Monthly Charge Date, your account will remain suspended until you Top-Up your account balance with sufficient funds. If your account remains suspended and is not successfully charged for four consecutive Monthly Charge Dates, it will be deactivated as of 11:59:59 PM ET on your fourth consecutive unsuccessful Monthly Charge Date and you will lose your mobile number. If you wish to resume your subscription to your Lucky Mobile Service, you may be required to pay the applicable (re) connection Fee as set by Lucky Mobile, plus applicable taxes. You are responsible for notifying any third-party providers of services, merchandise or information of the termination of the Lucky Mobile Services or this Agreement.

48. Does any part of this Agreement continue after termination of my Services?

Yes. Rights and obligations which by their nature continue beyond termination will continue to survive and remain in effect after the applicable Lucky Mobile Service or Agreement has been cancelled. This includes, but is not limited to, the following sections: **Sections 3-5** (Your Information and Communication Preferences), **Sections 33-38** (Charges and Payment Information), **Sections 39-42** and **Sections 49-52** (Warranties and Limitation of Liability), this **Section 48** and the Our Agreement Page.

Terms Applicable to Customers in Quebec

49. Are there any warranties on the Lucky Mobile Services?

Lucky Mobile makes no warranties, representations, claims, guarantees or conditions of any nature, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to any Lucky Mobile Services and does not guarantee that communications are private or secure.

50. Are there any warranties on Devices that I purchase from Lucky Mobile?

Lucky Mobile is not the manufacturer of your Device. Any Device purchased from Lucky Mobile is subject to the manufacturer's warranty, which is valid typically for one year from the purchase date of your Device with your original receipt. Some Devices (including non-new Devices) may have a different warranty period. Please review the manufacturer's warranty provided with your Device or through the manufacturer's website to understand what protection it offers and the duration of the warranty. Unless otherwise expressly provided for by Lucky Mobile in writing, Lucky Mobile makes no warranties, representations, claims, guarantees or conditions of any nature, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to the Device that you purchase, or otherwise acquire title to and ownership of, from Lucky Mobile. For Devices covered by the manufacturer's warranty, please visit the manufacturer's website or visit luckymobile.ca/warranty for additional information about warranties.

51. How does Lucky Mobile limit its liability?

Lucky Mobile's liability for damages is limited to payment, upon request, of a maximum amount of the greater of \$20 or an amount equal to the Charges for Services payable by you during any Service outage.

52. Are there any circumstances where Lucky Mobile has no liability at all?

Lucky Mobile is not responsible for failing to meet obligations due to causes beyond its reasonable control, including **(a)** any law, order, regulation or direction of any government; **(b)** work stoppage, labour disputes and strikes (including those involving us and Our Companies); **(c)** failure of the public power grid; **(d)** unlawful acts; **(e)** your act or your failure to act in accordance with this Agreement; **(f)** the act or omission of a third party, including a telecommunications carrier whose network is used in establishing connection to a point which Lucky Mobile doesn't directly serve; or **(g)** acts of nature and all other *force majeure* events. In addition, Lucky Mobile is not responsible for circumstances described elsewhere in this Agreement where Lucky Mobile has already stated it is not responsible.

General

53. What if parts of this Agreement become unenforceable?

If any part of this Agreement becomes outdated, prohibited or unenforceable, the remaining parts will continue to apply to you and Lucky Mobile. Remember that even if Lucky Mobile does not enforce any part of this Agreement for any period of time, that part still remains valid and Lucky Mobile can enforce it in the future.

54. What laws apply to this Agreement?

Because Lucky Mobile is federally regulated, this Agreement is governed by the federal laws and regulations of Canada, including the Canadian Radio-television and Telecom-television Commission's Wireless Code of Conduct which sets out the basic rights of all wireless customers and can be found at crtc.gc.ca, and any provincial laws (or portions thereof) which may apply to Lucky Mobile in the province in which your Service is provided.

55. What if I have a complaint that Lucky Mobile hasn't been able to resolve?

If you have a complaint that Lucky Mobile's customer service department (contact information listed below) has been unable to resolve to your satisfaction, you can contact the Commissioner for Complaints for Telecom-Television Services (CCTS): P.O. Box 81088 Ottawa, Ontario, K1P 1B1. Toll-free: **1 888 221-1687**. TTY: **1 877 782-2384**. Fax: **1 877 782-2924**. Email: response@ccts-cprst.ca. CCTS website information is at: ccts-cprst.ca.

56. Can this Agreement be transferred?

Lucky Mobile may transfer or assign all or part of this Agreement at any time. You may not transfer or assign this Agreement, your account or the Lucky Mobile Service (including any unused feature allowance) without Lucky Mobile's prior written consent.

57. Is this Agreement available in alternative formats?

Yes. You can request alternative formats through Lucky Mobile's Accessibility Services Centre at luckymobile.ca/accessibility or Monday to Friday in your province/territory of residence between 8:30 a.m. and 5 p.m. at **1 833 885-8259** and ask for the Accessibility Services Centre. To contact the Accessibility Services Centre using a TTY in Ontario: **1 800 268-9242**, or in Quebec: **1 800 361-6476**.

58. What if I prefer this Agreement to be in French?

You are receiving this Agreement in English because you requested a copy in English. *Vous avez demandé que cette entente ainsi que tous les documents en faisant partie soient rédigés dans la langue anglaise mais si vous souhaitez que votre entente soit en français, veuillez communiquer avec nous, aux coordonnées indiquées à la fin de ce document.*

Contact Information

We're here to help. If you have any questions about your Lucky Mobile Service or your Agreement, we'd be happy to help. Contact us anytime online at luckymobile.ca/contactus or call **1 833 885-8259** Monday to Friday from 8 a.m. to 9 p.m. in your province/territory of residence and weekends 9 a.m. to 6 p.m. Our mailing address is: 5099 Creebank Rd., Mississauga, ON L4W 5N2.

Are there any rules regarding my use of Lucky Mobile Services, the Lucky Mobile networks or my Device?

Yes. Lucky Mobile encourages all of its Customers to use the Lucky Mobile Services responsibly. Abuse or misuse of Lucky Mobile Services, the Lucky Mobile networks, or Devices impacts all Customers and is something Lucky Mobile takes very seriously - **and which could result in the termination of your Agreement with Lucky Mobile, or lead to criminal or civil charges**. Lucky Mobile may immediately suspend, restrict, change or cancel all or part of your Services and modify or deactivate your Device without notice or take other necessary protective measures if Lucky Mobile has reasonable grounds to believe there is a breach of any of these provisions. For example, you are prohibited from:

- (a) using, enabling, facilitating, or permitting the use of any Lucky Mobile Service or your Device for an illegal purpose, criminal or civil offence, intellectual property infringement, harassment (including cyberbullying, cybercrime, disruptive, intimidating, annoying or offensive calls/transmissions), or in a manner that would breach any law, regulation or the policies of any Internet host;
- (b) installing, using or permitting the use of any Lucky Mobile Services without reading and accepting (or in contravention of) the terms of any separate license agreement or terms of use for the use of software, content (including Programming) and/or documentation (as applicable) in connection with the Lucky Mobile Services;
- (c) enabling, facilitating or permitting the transmission of unsolicited messages such as spamming or phishing. Lucky Mobile may (i) filter any message determined by Lucky Mobile to be spam from your in-box to an anti-spam folder and delete this message; and (ii) set a limit on the number of messages a Customer may send or receive through email;
- (d) uploading or downloading, making available, transmitting, posting, publishing, disseminating, receiving, retrieving, storing, linking to or otherwise reproducing, offering, distributing, enabling or providing access to information, software, content, files or other material which: (i) is confidential or protected by copyright or other intellectual property rights without prior authorization of the rights holder(s); (ii) is defamatory, discriminatory, violent, obscene, child pornography or hate propaganda; (iii) constitutes invasion of privacy, impersonation, forging, appropriation of identity or unauthorized linking or framing; or (iv) is designed to assist users in defeating technological protection measures (like geoblocks), registration and any other anti-theft mechanisms or in the fraudulent use of telecommunications or broadcasting services;
- (e) using or purchasing any Lucky Mobile Service for the purpose of reselling, remarketing, transferring without Lucky Mobile's consent or receiving any fee or other benefit for the use of any Lucky Mobile Service. If you engage in any of these activities, you will pay in full all charges owed by you at the lesser of **\$30** per megabyte plus applicable taxes or such other amount which Lucky Mobile reasonably estimates as its liquidated damages. This fee is not a penalty. Your payment of these charges does not affect Lucky Mobile's right to claim any additional amounts from you, including through court proceedings, that may reflect Lucky Mobile's other losses as a result of your engaging in any of the prohibited activities described above;
- (f) attempting to receive any Lucky Mobile Service without paying the applicable Fees, modifying or disassembling your Device (including the alteration, copying, reproduction of or tampering with electronic serial numbers, IMEI or other identification, signaling or transmission functions or components of your Device), changing any identifier issued by Lucky Mobile or a Lucky Mobile company, attempting to bypass Lucky Mobile's network, or rearranging, disconnecting, removing, repairing or otherwise interfering with Lucky Mobile Services, Lucky Mobile Equipment or Lucky Mobile's facilities;
- (g) adapting, reproducing, translating, modifying, decompiling, disassembling, reverse engineering or otherwise interfering with any software, applications or programs used in connection with Lucky Mobile Services (whether owned by or used under licence to Lucky Mobile) for any purpose including "testing" or research purposes; or modifying, altering, or defacing any of the trade-marks, or other intellectual property made available through Lucky Mobile Services or using any indemnity or intellectual property except for the express purpose for which such intellectual property is made available to you through Lucky Mobile Services;
- (h) posting or transmitting any content, data or software containing a virus, "cancelbot", "Trojan horse", "worm" or other harmful or disruptive component or committing any act which may compromise the security of your Internet host in any way (including analyzing or penetrating a host's security mechanisms); and
- (i) using harassing or abusive language or actions, whether verbal, written or otherwise, directed at Lucky Mobile employees, suppliers, agents and representatives.

Lucky Mobile is committed to maintaining the privacy, accuracy, and security of your Personal Information. Under Lucky Mobile's Privacy Policy, "Personal Information" is information about you as an identifiable individual that is protected by law. This Commitment to Privacy is a summary of our Privacy Policy and highlights important points that may be of interest to you.

What information does our Privacy Policy apply to?

All Personal Information that we collect, use or disclose about our individual customers and authorized users is covered by our Privacy Policy. This may include information such as your name, mailing address, email address, phone number, and billing or service records. There are some exceptions created by applicable law to what might ordinarily be considered Personal Information.

When does Lucky Mobile collect Personal Information?

We collect information during the inquiry, activation or purchase process for a product or service, when we provide service to you (including technical support), automatically when you use our products or services or visit our websites, call into customer service and via security cameras when you shop in one of our corporate retail locations.

How does Lucky Mobile use Personal Information?

We use information to:

- establish and maintain responsible commercial relations with you and to provide ongoing service;
- try to understand the needs and preferences of our Customers, and determine your eligibility for product and services;
- recommend products and services to meet your needs;
- develop, enhance, market or provide products and services;
- manage and develop our business and operations; or
- meet legal and regulatory requirements.

Where necessary, we will request your further consent before using your Personal Information for any new purpose(s) beyond those described above.

When is my Personal Information disclosed?

Your Personal Information may be shared among the other Bell companies and brands as they exist over time, including: Bell Aliant, Bell Canada, Bell Express Vu LP (Bell TV), Bell Media, Bell Mobility, Bell MTS, Virgin Mobile Canada, The Source, Cablevision du Nord, DMTS, KMTS, NorthernTel, Ontera, Solo Mobile and Telebec. We may disclose your Personal Information in a variety of circumstances and for the purposes set out within our Privacy Policy, such as when we have your express or implied consent. Where necessary, we will request your further consent before disclosing your Personal Information for any new purpose(s).

How is my Personal Information protected?

We use appropriate technical and operational security safeguards which vary depending on the sensitivity of the Personal Information in question. All of our employees with access to Personal Information are required to respect the confidentiality of Personal Information. Personal Information we disclose to third-parties is governed by our Privacy Policy through comparable protections in our commercial agreements and is also protected by additional safeguards, if required, depending on the sensitivity of the Personal Information involved.

Can I opt-out of the collection, use or disclosure of my Personal Information by Lucky Mobile?

Sometimes. You can opt-out of your Personal Information being used for a variety of marketing communications by us, including telemarketing or addressed marketing mail, or commercial electronic messages like emails and SMS messages. But where your Personal Information is reasonably necessary to provide you with the services you requested or the operation of our network, you cannot continue to use the services and opt-out of the collection, use and disclosure of your Personal Information because it is a condition of services. In these circumstances, you must terminate your services to stop the collection use and disclosure of your personal information.

Where can I find a copy of the Privacy Policy?

You can get a copy of our Privacy Policy online at: luckymobile.ca/privacy or by contacting the Lucky Mobile Privacy Office using the contact information provided below. Please also visit our privacy pages at luckymobile.ca/privacy for additional information.

Questions or concerns about our privacy practices?

If you still have unresolved privacy concerns, you can contact us at luckymobile.ca. If a service representative cannot address your concerns to your satisfaction, contact the Lucky Mobile Privacy Office at:

160 Elgin St., Ottawa ON K2P 2C4 Or by email at privacy@luckymobile.ca