

## **What are the Kodo Service Terms?**

These Service Terms describe your wireless voice and data services and cover the use of your device and account, billing and warranty information, your privacy rights and service cancellation. As part of our commitment to putting customers first, we want to make sure that we are clear and transparent in helping you fully understand what Kodo provides. By using our services, you agree to the terms and conditions outlined below.

As you read through these Service Terms, please note that:

- "I," "me," "your" and "you" refer to the Kodo customer who is responsible for the account;
- "We," "us" and "our" refer to the mobility division of Kodo (a registered business name of TELUS Communications Inc.);
- "Device" means any type of wireless telecommunications device that you use to access the Kodo service, including mobile phones, tablets, Internet keys and more;
- "Service" means the wireless voice and data services that Kodo provides within the Kodo mobility coverage area, and includes wi fi Internet access service where available through Kodo's wireless network access points; and
- "Service period" means the term commitment as indicated on your Agreement.

## **Can Kodo change the terms of service in my agreement?**

Yes, Kodo has the right to change any of the terms that are outlined in your Agreement, except those covered by the Price Guarantee, which we will not change without your consent.

Before we make any changes, we will give you at least thirty days' written notice, by bill message, text message or email. The notice will include a copy of the new service term or of the new and former versions of a modified service term, the date that the change will occur and a description of your rights to cancel service (if applicable and as required by law).

## **What if I do not agree with the changes that Kodo makes to my Agreement?**

If you do not agree with a change that affects the Price Guarantee, you may cancel your service by providing a notice to Kodo within thirty days of the effective date of the change. If the change we make increases your obligation or reduces ours, cancellation fees will not apply. If you do not agree with changes related to an optional feature, you may cancel the feature without penalty.

If you continue to use the service after thirty days from the effective date indicated in the notice, the new service term will become effective.

## **Can I transfer my Agreement to someone else?**

If you want to transfer your Agreement, you need Koodo's consent in advance. You will remain responsible for the use of the service until the transfer is made.

Who is responsible for complying with the Koodo Service Terms?

On a Koodo account with multiple users, both the account owner and the actual user of the service are responsible for complying with the Service Terms.

Can any of these Service Terms be void?

It is possible for one or more of the Service Terms to be or become void, prohibited or unenforceable (for example, as a result of a new interpretation of the law). In this case, the particular service term(s) will not apply, but the remaining terms will continue to be binding for both you and Koodo.

## **Your Koodo Services**

### **What limits apply to my use of the Koodo service?**

You can only use Koodo services for your own individual use, with compatible devices and in compliance with the law. You also agree not to:

- Resell the service or receive any charge or benefit for the use of the service by any third party;
- Use the service to send any threatening or obscene material or to harass, embarrass or invade the privacy of another person;
- Engage in any activity that could compromise the security of the service or any network or computers on the Internet, or that could interfere with the services of any Internet access provider;
- Use the service in any way that requires excessive network capacity or that may adversely affect other Koodo customers or the service;
- Copy or change the identification functions of the service or your device, or permit anyone other than a Koodo authorized person to do so;
- Threaten, abuse or harass any Koodo Customer Service Rep;
- Use a device that has been reported lost or stolen to any wireless service provider.
- Direct calls into a local exchange carrier area for the purposes of generating fees for the local exchange carrier.

A tablet plan may only be used with a tablet device, and requires that you maintain a Koodo mobile phone plan. If these conditions are not met, Koodo may terminate your tablet plan in accordance with the Service Terms.

### **Where will I have coverage?**

Koodo service covers almost all of the populated areas in Canada and gives you access to extensive roaming coverage worldwide. Coverage areas, and the connectivity in these areas, will depend on the availability of network facilities. These are subject to change from time to time, without notice.

## **Can I stay connected when I travel outside of Canada?**

Roaming services are available on compatible network technology and are provided when you are outside of Canada in places where Koodo has roaming agreements with other telecommunications companies. Roaming service areas may vary without notice. There may also be times when you are charged for roaming while still within Koodo coverage areas. This will happen if your device's radio signal is picked up by a cell tower located in the coverage area of another wireless service provider.

When you are roaming, you will be connected using the services of another wireless service provider. As a result, you will be responsible for all applicable charges, and are subject to the terms and conditions of the service as imposed by that other provider (these may include limitations of liability and possibly the provision of unwanted services and content). To check the network availability and rates in different countries, visit [koodomobile.com/travelling](http://koodomobile.com/travelling). Please keep in mind that special numbers for emergency services and operator assistance may vary by country so dialling the numbers that you use in Canada may not work. It is your responsibility to look up and use country-specific numbers when roaming outside of Canada.

## **Will my Koodo services always work in Koodo coverage areas?**

We monitor our networks to keep them running continuously. However, there are times when Koodo must temporarily suspend or restrict the service to maintain, restore or repair the network. Also, to ensure fair network access to all users, Koodo may manage network resources using methods including, but not limited to:

- Allocation of bandwidth, which may limit the availability or speed of data service;
- Filtering for spam and malicious content, which may occasionally result in unintended blocking of inoffensive content; and
- Restricting the network access available to specific transmission protocols.

For a description of Koodo's network management practices please see [koodomobile/legal](http://koodomobile/legal).

In addition, service failures or interruptions can occur due to events beyond Koodo's reasonable control. These may include:

- Atmospheric conditions (including solar activities);
- Physical obstacles interfering with the transmission of radio signals;
- Limitations on the capacity of the network to carry traffic from all nearby users;
- Technical limitations of the systems of other telecommunications companies or limitations of the interconnection of transmission facilities;

- Defects or failures in network equipment; or
- Emergency or public safety requirements.

## **Do I own my wireless telephone number?**

You have the right to take (or "port") your phone number to another Canadian telecommunications service provider. However, please note that you do not own your number. This means that if you leave Koodo and choose not to take your phone number with you we have the right to assign your number to another customer.

You also do not own any group or private direct-connect number, IP address, network equipment identifier, domain name, email address or other identifier assigned by Koodo. We may, after giving you at least thirty days' notice, change any such numbers without liability.

## **What do I need to know if I am on Koodo Prepaid?**

Rates for prepaid service may change without notice. You can get service by using your prepaid service credits to purchase a base plan. Base plans expire after thirty days or up to one year depending on the plan you selected, but renew automatically if you have sufficient credits on your account. Service is suspended if you do not have an active base plan. You can change base plans at any time, but will not receive any credits for the unused days of the previous base plan. Boosters are available for additional minutes or data with an active base plan, and do not expire until service is cancelled. After ninety days without an active base plan, service is cancelled and you will lose your number. Upon cancellation of service, you will not receive credit for any remaining booster minutes or data. Prepaid service credits are non-refundable and are not reimbursed if service is cancelled. Koodo provides you with the tools you need to manage your spending. Koodo will send an SMS message with options for more data or more minutes to the phone that is approaching its data or voice bucket limit. An authorized user can purchase more data or minutes by replying to the SMS or at [koodo.com/selfserve](http://koodo.com/selfserve), to accept additional charges immediately.

You decide for each user whether they are authorized to accept additional charges, including data or talk options beyond the user's rate plan.

If the phone user does not have authority, they can contact an authorized user on the account for permission or they can have the authorized user add more data or minutes to that phone, which can be done online at [koodo.com/selfserve](http://koodo.com/selfserve). The additional charges will be the current rate for a one-time data or talk add-on the user chooses.

## **Do I need to pay a deposit to use my Kodo services?**

We may require a security deposit or apply a spending limit on your account because of a credit check or your payment history. If you keep your account active and current for twelve consecutive months, this deposit will be returned to you as a bill credit. If you cancel your Kodo account, we will refund the deposit, minus any amount that you may owe (which may include late payment and cancellation charges).

Kodo may apply the deposit at any time to amounts that you owe for your mobility services, under this Agreement or any other service agreement you have with us. If your deposit is used to pay an overdue account, we will send you a notice informing you of the payment. You must then replenish the deposit and we will give you ten days to do so from the date indicated on the notice.

## **Your wireless device(s)**

### **Can I use any device with my Koodo service?**

Although Koodo networks are able to support a wide range of devices, not all devices will work on our networks. Your wireless device and software must meet Koodo standards to access our service and operate properly with our service. Such standards may change from time to time at our sole discretion and you are responsible for updating your device and software as necessary to meet these standards. Koodo may also remotely update or change the software and settings on your device at any time without notice to ensure that it continues to operate properly on our service.

## **Your Koodo account**

### **Who is responsible if someone else uses my account?**

You are responsible for your account and for the activities of anyone who uses it. To prevent unauthorized use, you must maintain the confidentiality of the login names, passwords and other identification methods that you use to access your account.

If any person makes a claim against Koodo in connection with the use of our service or of any device on your account, you will indemnify Koodo against any loss or expense that Koodo may incur, including any judgment made against us.

### **How does Koodo manage user content?**

The Internet can be used to spread viruses and other malicious content. Koodo has the right, but not the obligation, to monitor or log any Koodo Internet site or use of the service. This allows us to enhance operating efficiencies and to protect Koodo and its customers from spam, malicious content and other unlawful activity. If we believe any Internet capability or data accessed through our service is in violation of any of the Service Terms, we have the right to remove or block it.

To enable you to post content on the Internet using the service, you grant Koodo and Koodo's service providers a worldwide, royalty-free, unrestricted licence to use, copy, adapt, transmit, display, communicate and create compilations and derivative works from this content.

### **How long does Koodo keep content on my account?**

Koodo may delete, without notice, messages and emails that have been stored on your account for more than thirty days. Koodo may also delete, without notice, any user content stored by or for

Koodo that is not accessed in a thirty-day period and all third party content that has not been accessed for more than ninety days. Koodo is not responsible for the actions of any third party service, application or content provider.

## **Your Koodo bill**

### **What is included on my monthly bill?**

Your bill can include charges for voice calls (including long distance), messaging, data use and purchases that you are entitled to charge to your Koodo account. Your chosen rate plans and features are billed one month in advance. All usage that exceeds the limits of your rate plan or features is billed on a subsequent bill. You may also see other fees for administrative services, such as bill reprints that you request.

The following explains what is covered under "voice calls" and "data" on your bill:

#### ***Voice calls***

Charges for voice calls are based on the airtime used when you make and receive calls on your mobile phone. Voice airtime is calculated, for both incoming and outgoing calls, from the time the call is initiated to the time it is disconnected, including the time used to route the call through the network and any ring time. The airtime for each voice call is rounded up to the nearest minute unless your rate plan or feature states otherwise.

Long distance charges are incurred when you make voice calls from one local calling area to another and also for all calls you receive when outside your local calling area. Long distance calls may include the local minutes of your plan and may result in charges for the local airtime minutes that exceed your rate plan or features. If your device's radio signal is picked up by a cellular tower outside of your local calling area, the call may be treated as long distance.

#### ***Data***

Koodo advertises all our data rates in megabytes. To accurately charge you for your data usage, all usage within Canada and the United States is calculated and billed by kilobytes per session (1024 KB = 1 MB). When roaming outside of Canada and the United States, each data session is rounded to units of 20 kilobytes per session. Data rates and billing may vary depending on your selected rate plan and features.

## ***Purchases***

Any purchases you make from a third party and charge to your Koodo account are subject to the terms and conditions imposed by that third party. Koodo only provides a means of payment and does not accept any responsibility for the product or service provided.

## **How are rate plans and features charged?**

Recurring rate plan and feature charges are billed one month in advance, so your monthly bill will have rate plan and feature charges for the next month. If you change your rate plan or features during your billing cycle, the corresponding charges will be applied for the portion of the month during which the new rate plan or feature was active on your account. The recurring monthly charge for the next month will also appear on your bill for the new rate plan or feature.

## **How is extra usage charged?**

Pay-per-use rates apply to usage that exceeds the coverage outlined in your rate plan or features. If you make a change during your billing cycle that affects the applicable pay-per-use rates, the new rate will apply from the date that you make the change.

## **When and how will I receive my bill?**

You will receive your monthly bill either by mail or online. All amounts owing to Koodo are due on:

- The day you receive your bill if you get a Koodo paper bill; or
- The day your bill is posted online if you get an electronic bill (e-Bill). You can register for e-Bill notifications in order to receive an email or text message informing you that your bill has been posted online.

Your bill tells you how much to pay and when that payment must reach Koodo to avoid late payment charges.

## **What if I don't pay my bill in time?**

If your payment is not received by the date indicated on your bill, a late payment charge will apply. Late payment charges are two percent per month (26.82% per year) on your total unpaid amount.

## **What charges apply if my payment is returned and marked unpaid?**

Payments returned due to insufficient or unavailable funds in your chequing account are subject to the return payment fee specified on your bill or at [koodomobile.com/onetimecharges](http://koodomobile.com/onetimecharges).



## **What if I do not understand or disagree with a charge on my bill?**

To ensure that you have time to confirm that the charges on your bill are correct, we give you thirty days from the date you receive your bill to review your charges and contact Kodo with any dispute. After the thirty days, all amounts appearing on your bill are deemed to be valid.

## **How does billing work if I sign up for pre-authorized payments?**

If you choose pre-authorized payments, we will automatically withdraw the amount owing to Kodo each month from your credit card or bank account. Kodo will not send you a notice in advance of the amount and date of the debits from your account, although you will continue to receive a bill for your records.

## **Do I still have to pay my bill if my device is lost or stolen?**

If your device is lost or stolen, please contact Kodo immediately. You will continue to be responsible for the use of your device until you notify us. Following notification of the loss or theft, you will no longer be responsible for usage charges. However, you will remain responsible for all regular recurring charges, such as your rate plan fee.

## **Your warranties**

### **Are there any warranties on my Kodo service?**

Since wireless telecommunications are delivered by radio waves, they are subject to factors that cannot reasonably be controlled. For this reason, Kodo does not guarantee timely, secure, error-free or uninterrupted service or that you will always receive your messages or data. To the extent permitted by law, legal warranties and conditions (implied or statutory) do not apply to the service.

### **Are there any warranties on the device that I bought from Kodo?**

Your device is subject to the manufacturer's warranty, which is included in the package that came with your device. Please review the terms of the manufacturer's warranty to understand the protection it provides and the actions that may void your warranty.

### **What limitations apply to any claim made against Kodo?**

Kodo is not responsible for:

- Libel, slander, defamation or the infringement of copyright arising from material or messages transmitted from your property or premises or recorded by your equipment or Kodo's equipment;

- Damages arising out of your act, default, neglect or omission in the use or operation of equipment provided by Koodo;
- Damages arising out of the transmission of material or messages over the Koodo network on your behalf, which is in any way unlawful; or
- Any act, omission or negligence of other companies or telecommunications systems in relation to the provision of the service to you, when the facilities of such other companies or telecommunications systems are used to establish connections to or from facilities and equipment controlled by you.

To the fullest extent permitted by law, Koodo will not be liable to you or to any other person for any damages or expenses (including loss of profits, loss of earnings, loss of business opportunities, loss of data, economic loss or other similar loss, or punitive damages) arising out of or in connection with the use or failure of the service, whether caused by negligence or otherwise, and whether claimed in contract, tort or otherwise.

These limitations of liability extend to the benefit of third party providers of audio or audiovisual programming services delivered to your device through the service. In the case of the provision of emergency services on a mandatory basis, our liability to you, except in cases where negligence on the part of Koodo results in physical injury, death or damage to your property or premises, is limited to the greater of twenty dollars and three times the amount you would otherwise be entitled to receive as a refund for the provision of defective service under your Agreement.

None of the limitations of liability stated above apply in cases of deliberate fault, gross negligence or anti-competitive conduct on the part of Koodo or in cases of breach of contract where the breach results from our gross negligence.

## **Your Privacy**

### **What limitations apply to any claim made against Koodo?**

Your privacy is important to Koodo. We have a long-standing policy of protecting the privacy of our customers in all of our business operations. The Koodo Privacy Policy sets out the principles that govern the collection, use and disclosure of our customers' personal information and reflects our continuing commitment to protecting their privacy.

All information that Koodo keeps with respect to you and your service, other than your name and address, is confidential. Unless you provide your express consent or unless disclosure is required under the law, your information may not be disclosed by Koodo to anyone, other than:

- You or a person who, in the reasonable judgement of Koodo, is seeking the information as your agent;
- Another telecommunications company, but only if the information is used to establish or to efficiently provide telecommunications service, if the disclosure is made on a confidential basis, and if the information is used solely for that purpose;
- An affiliate involved in supplying you with telecommunications and/or broadcasting services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information used only for that purpose;
- A directory or listing service company for the purpose of listing your name, address and phone number if you consent and if that company agrees to use the information only for that purpose;
- An agent used by Koodo to evaluate your credit or collect outstanding balances owed to Koodo by you, if the agent requires the information and agrees to use the information only for that purpose;
- A public authority or its agent if Koodo reasonably believes that there is imminent danger to life or property that could be avoided or minimized by disclosure of the information;
- A law enforcement agency if Koodo reasonably believes that you or anyone using your device is engaged in fraudulent or unlawful activities against Koodo.

By “express consent”, we mean:

Written consent;

Oral confirmation verified by an independent third party;

Electronic confirmation through the use of a toll-free number;

Electronic confirmation via the Internet;

Oral consent, where an audio recording of the consent is retained by Koodo; or

Consent through other methods, as long as an objective documented record of your consent is created by you or by an independent third party.

For complete details about our legal obligations and liabilities with respect to your privacy, please refer to the Koodo Privacy Policy available at [koodomobile.com/legal](http://koodomobile.com/legal).

Koodo’s liability for disclosure of information contrary to these Koodo Service Terms is not limited by the limitation of liability set out above. You may inspect any Koodo records related to the provision of your service, provided that you pay Koodo’s related extraordinary costs. You may request that your name and address not be included on any list provided to any other person or used by Koodo.

Subject to the above, you agree that Koodo may collect, use and disclose personal information about you for the purposes identified in the Koodo Privacy Commitment as it may be amended from time to time. You can view this commitment at [koodomobile.com/legal](http://koodomobile.com/legal). You also authorize Koodo to obtain information about your credit history from credit reporting agencies and credit grantors

(including other Koodo companies) from time to time, and consent to the disclosure of your credit history with Koodo to them at any time. You acknowledge that while roaming outside Canada the storage, treatment and transfer of your personal information and data may be subject to regulation different from the regulation in Canada. You agree to provide us with your current email address (and to inform us if that email address changes) so we can provide you with tools and services to manage your Koodo account, communicate with you about account-related items on a timely basis, provide news and offers from Koodo companies and its partners, and seek your views on Koodo's products and services. If you have any questions or concerns about Koodo's privacy practices, you may call 1-866-995-6636 or send an email to [privacy@koodo.com](mailto:privacy@koodo.com)

## **Why does Koodo collect my personal information?**

We collect your information to:

- Establish and maintain a commercial relationship with you and provide ongoing service;
- Understand your needs and preferences;
- Develop, enhance, market or provide products and services;
- Manage and develop our business and operations;

Meet legal and regulatory requirements.

## **Ending your services with Koodo**

### **If I have a term contract with Koodo, is my service automatically cancelled at the end of the service period?**

No. Your service will continue on a month-to-month basis, until you notify Koodo that you wish to cancel service or renew your Agreement. The terms and conditions of your Agreement, including all rates and charges, will apply to your month-to-month service. Promotional features, offered free or at a reduced rate during your service period, will not be automatically renewed with month-to-month service.

### **Can I cancel my service at any time?**

Yes. To cancel your service, contact Koodo with the date you want the cancellation to be effective. Cancellation fees may apply.

### **Can I take my number to another provider?**

Yes, you have the right to take or "port" your number to another Canadian telecommunications company.

### **Can Koodo cancel my service?**

Koodo will only suspend or cancel your service if you have not complied with the terms of this Agreement or any other service agreement you have with us (or if Koodo reasonably believes that either may occur). While your service is suspended, you remain responsible for all regularly recurring charges. You will also be charged a reconnection fee as specified on your bill to reconnect a suspended service.

### **What charges am I responsible for when my service ends with Koodo?**

If you cancel your service or if Koodo cancels it for any reason, you remain responsible for your Koodo Tab, remaining Tab Bonus balance and for all amounts chargeable to your account up to the time the service is cancelled. Any recurring charges that were billed at the beginning of your billing cycle will be partially refunded so that you are only charged for the portion of the month in which your service was active.

### **For business customers**

#### **What do I need to do to make a claim?**

If you are a business customer, any claim, other than the collection of amounts owing to Koodo, relating to (i) your Agreement; (ii) use of the device or the service; (iii) sales materials or advertising relating to the device or the service; or (iv) relationships with third parties arising through use of the service, must be referred to private and confidential arbitration before a single arbitrator chosen by the parties. The expense of arbitration will be shared equally.

Notice to arbitrate a claim should be sent to Koodo Mobile, 200 Consilium Place, Suite 1600, Scarborough, Ontario, M1H 3J3, Attention: General Counsel. The arbitration will be conducted in accordance with the current rules relating to commercial arbitration in the province in which you reside. Additionally, you waive any right you may have to start or participate in any class action against Koodo and you agree to opt out of any class proceeding against Koodo.