

## DEVICE PROTECTION PLAN TERMS AND CONDITIONS

**Device Protection Plan Contract.** These terms and conditions together with the insurance policy, the applicable portions of Your monthly bill (“Bill”) from FIDO, welcome letter, applicable Bill inserts, and applicable written communications from Us to You govern the Device Protection Plan and constitute Our contract with you (hereinafter the “Device Protection Plan Contract” or “Contract”), so You should keep a copy for future reference. This Contract and Your agreement with FIDO (including your applicable Fido service agreement and the Fido Terms of Service) are, and shall remain, separate agreements, but in order to maintain service under this Contract, You must also maintain Your wireless service with FIDO in good standing and be financially current on Your FIDO account. If any portion of this Contract is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Contract. Your FIDO wireless device number for the Protected Device is Your Contract number. This Contract is purchased in and governed by the laws of the province identified in Your billing address in the records of FIDO and the federal laws of Canada applicable therein and is available in Manitoba and Saskatchewan. The Device Protection Plan may be offered by FIDO to customers along with other device support programs that contain other support features and are subject to their own terms and conditions.

### Device Protection Plan Fee Schedule.

#### Monthly Service and Processing Fees

Tier	MSRP	Monthly Service Fee*	Repair Processing Fee	Replacement Processing Fee
1	\$0.00 - \$199.99	\$11.00	\$12.50	\$25.00
2	\$200.00 - \$349.99	\$11.00	\$40.00	\$80.00
3	\$350.00 - \$499.99	\$11.00	\$60.00	\$120.00
4	\$500.00 and above	\$11.00	\$100.00	\$200.00

\* This is the Monthly Service fee currently in market. Note that you may be subject to a different Monthly Service Fee, which is indicated on your Fido bill.

#### Additional Fees that May Apply

Tier	MSRP	Non-Returned Equipment Fee	Locked Device Fee	Service Request Conversion Fee
1	\$0.00 - \$199.99	\$50.00	\$50.00	\$12.50
2	\$200.00 - \$349.99	\$150.00	\$150.00	\$40.00
3	\$350.00 - \$499.99	\$250.00	\$250.00	\$60.00
4	\$500.00 and above	\$400.00	\$400.00	\$100.00

### Definitions.

(1) “**Device Protection Plan**” means the Device Protection Plan service warranty program described in this Contract. (2) “**Eligible Device**” means the wireless device that We have designated as eligible for service under the Device Protection Plan Contract as set forth in the list of Eligible Devices and their device tier available from Us, which can be found at [www.Brightstarprotect.com/fido](http://www.Brightstarprotect.com/fido) or by calling 1-855-877-3887. (3) “**Enrollment Date**” means the date Your request for enrollment is received by Us or our authorized representative. (4) “**Failure**” means in the usual and customary usage of the Protected Device, the Protected Device malfunctions or fails to operate due to a defect in parts or workmanship after the expiration of the manufacturer’s warranty period. (5) “**Protected Accessory(-ies)**” means the following Accessories used with the Eligible Device: one standard battery and one standard charger. One SD memory card and one SIM card, each as standard for the Eligible Device, are also protected. If the Eligible Device is an iPhone, the following iPhone accessories shall be deemed Protected Accessory(-ies) as part of an iPhone loss: one standard wall/USB charger, one standard ear bud, and one standard sync cable. (6) “**Protected Device**” means the Eligible Device owned or leased by You and actively registered on the FIDO network and for which airtime has been logged after enrollment into the Device Protection Plan. Protected Device is limited to one Eligible Device and applicable Protected Accessory per replacement or repair. The International Manufacturer’s Equipment Identification (IMEI), Electronic Serial Number (ESN) or Mobile Equipment ID (MEID) of the Eligible Device associated with Your account in the record of FIDO at the time Your protection initially becomes effective and for which airtime has been logged determine the Eligible Device that is considered a Protected Device unless You have used a different Eligible Device on Your mobile number immediately prior to the time of Failure, in which case the Protected Device is the Eligible Device (i) for which You have used on Your mobile number immediately prior to the time of Failure; and (ii) for which You have provided a proof of purchase or lease to Us. (7) “**Replacement Equipment**” means a wireless device of like kind and quality with comparable features and functionality to the Protected Device that We may provide to You in the event of a Failure of the Protected Device. (8) “**FIDO**” means Fido, operated by Rogers Communications Canada Inc. and its successors and assigns, with addresses at 800 De La Gauchetière Street West, Suite 4000, Montréal, Québec, Canada H5A 1K3. (9) “**We**,” “**Us**” and “**Our**” mean FIDO, the company obligated under this Contract. (10) “**You**” and “**Your**” refers to the FIDO account holder that purchased this Contract.

**What is Protected.** If the Protected Device suffers a Failure during the time this Contract is in effect, We will repair or replace the Protected Device as described below. If a Failure affects a Protected Accessory in conjunction with the Failure of the Protected Device, or if the Protected Device is replaced with a different model, We will also replace the Protected Accessory(ies). Failures due to defects in material

and workmanship during the term of the manufacturer's warranty period are not covered under this Device Protection Plan Contract and service requests must be submitted through the FIDO repair and return program. In the case of a replacement, Protected Devices will be replaced with a wireless device of like kind and quality with comparable features and functionality to the Protected Device. THERE IS NO ASSURANCE, REPRESENTATION, OR WARRANTY THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. REPLACEMENT EQUIPMENT WILL BE NEW, REMANUFACTURED OR REFURBISHED, IN OUR SOLE DISCRETION. The Replacement Equipment immediately becomes the Protected Device. If We replace Your device under the Device Protection Plan Contract, We reserve the right to take possession and ownership of Your defective or damaged Protected Device. You hereby assign to Us all rights and benefits of any manufacturer's warranty or other ancillary coverage related to any Protected Device that We replace. We will provide a twelve (12) month warranty on parts and workmanship for any repaired Protected Device or Replacement Equipment. In the event that the repaired Protected Device or Your Replacement Equipment fails to function due to any defects in parts or workmanship during this twelve (12) month warranty period, We will repair or replace the repaired Protected Device or Replacement Equipment, in Our sole discretion, at no cost to You. Such service will not be charged against Your annual service limit under the Device Protection Plan Contract.

**Changes to the Device Protection Plan and Contract.** You agree to all the provisions of this Contract when You order the Device Protection Plan and/or pay for it. If the Protected Device is changed to another Eligible Device at any time while covered by the Device Protection Plan, FIDO will apply the correct monthly fee for the Device Protection Plan applicable to that device being used under Your FIDO account. We may also change the monthly charge for the Device Protection Plan, the administration of the Contract, or these terms and conditions from time to time upon at least thirty (30) days written notice to You. Such notice may be provided in a Bill insert; as a message printed on Your Bill; by email; in a separate mailing; or by any other reasonable method, at Our discretion, and will clearly and legibly set out its effective date and either the new clause only, or the amended clause and the original clause. You may refuse the amendment and rescind or cancel the Contract without cost, penalty or cancellation by sending Us a notice to that effect no later than thirty (30) days after the amendment comes into force. Your continued use of the Device Protection Plan and payment of the charges, after such notice, constitutes Your acceptance of the changes. The Device Protection Plan is available only to wireless device service customers of FIDO. Your participation in the Device Protection Plan is optional and You may terminate the Contract at any time. Please refer to the Cancellation section of this Contract.

**Contract Service Period.** Your service benefits under this Contract begin on the Enrollment Date and continue from month to month until terminated by You or by Us in accordance with the Cancellation section of this Contract and subject to the Service Limits section of this Contract.

**Charges.** You agree to pay the amount for this Contract shown on Your FIDO Bill for wireless service each month when invoiced by FIDO on the same terms and conditions as set forth under Your FIDO service agreement. Applicable Processing Fees, non-protected failure charges, Service Request Conversion Fees, Locked Device Fees, shipping and restocking charges, taxes, and regulatory surcharges and assessments, if any, may apply prior to fulfilling Your approved Service Request (defined below). FIDO reserves the right to charge applicable fees for the Device Protection Plan in the event the Protected Device changes. Charges and/or additional fees may be found at [www.Brightstarprotect.com/fido](http://www.Brightstarprotect.com/fido).

**To Obtain Service.** In the event of a Failure of a Protected Device, You may file a service request by calling 1-855-877-3887 or online at [www.Brightstarprotect.com/fido](http://www.Brightstarprotect.com/fido) ("Service Request"). You must file the Service Request within sixty (60) days of the Failure. If Your Service Request is approved, We will offer you Replacement Equipment or a repair of Your Protected Device (if available, as determined by Us). For repairs, You may mail-in Your Protected Device, or may choose to visit an authorized repair location (if available in Your area, as determined by Us), or an authorized repair technician may come to a location of Your selection (if available in Your area, as determined by Us). Additional information on repair is available at [www.Brightstarprotect.com/fido](http://www.Brightstarprotect.com/fido). We are not responsible for any loss of data, personal or otherwise, on Your Protected Device that may occur during the repair process. If you have a Protected Device that is not repairable, a device that is ineligible for repair, there is not an authorized repair location or technician available, or We determine that a replacement is necessary, We will contact You informing You that a Replacement Device will be provided to You upon payment of the Service Request Conversion Fee. The Service Request Conversion Fee is the difference between the applicable Repair Processing Fee that You paid and the applicable Replacement Processing Fee. If You elect not to pay the Service Request Conversion Fee, the Protected Device will not be repaired and will be returned to You by mail if You originally mailed in Your Protected Device, or will be made available to You for collection at the location You originally dropped it off at, and the Processing Fee You paid will be refunded to You. If You do not collect Your Protected Device within thirty (30) days from the date You are first notified that the Protected Device is available for collection, after that time, We will return the Protected Device to You by mail. If We make available the option to repair Your Protected Device, You may choose to receive Replacement Equipment instead of repairing Your Protected Device upon payment of the Replacement Processing Fee. For Replacement Devices, We will ship the Replacement Device the next business day, where and when available. We may provide You with the option to receive the Replacement Equipment the same day Your Service Request is completed for an additional fee, where and when available, in Our sole discretion. WE MAY REQUIRE, AS A CONDITION OF APPROVAL OF YOUR SERVICE REQUEST, THAT YOU PROVIDE PROOF OF PURCHASE OR LEASE FOR THE PROTECTED DEVICE AND/OR YOUR GOVERNMENT ISSUED PHOTO I.D. OR OTHER DOCUMENTATION OR INFORMATION AS REASONABLY NECESSARY TO ESTABLISH YOUR RIGHT TO SERVICE WITHIN SIXTY (60) DAYS FROM THE DATE OF THE REQUEST. We also retain the right to inspect the Protected Device (except in cases of loss or theft) as a condition of approval of Your Service Request.

**Processing Fees.** A nonrefundable Processing Fee, except where otherwise stated in this Contract, plus applicable taxes, applies to each approved Service Request as indicated above. The Processing Fee will be collected from you prior to fulfilling Your approved Service Request. A complete list of Eligible Devices and their device tier are available at [www.Brightstarprotect.com/fido](http://www.Brightstarprotect.com/fido) or by calling 1-855-877-3887.

**Service Limits.** We will cover the cost to replace the Protected Device up to a maximum of \$1,600.00, inclusive of a \$500 per Service Request limit for Protected Accessories, per Service Request depending on the tier of Your Protected Device. Beginning on the Enrollment Date, this Device Protection Plan Contract will cover up to, but not more than, two (2) replacements and/or repairs of the Protected Device during any twelve (12)

month period, beginning on the date that the first approved Service Request is fulfilled. For Service Requests that are fulfilled with Replacement Equipment or the Protected Device has been mailed for repair, the fulfillment date is the date on which the Replacement Equipment or repaired Protected Device is shipped to You. For Service Requests that are fulfilled at an authorized repair location or repaired by an authorized repair technician, the fulfillment date is the date which the Repaired Protected Device is made available to You for collection. We will forward a notice of cancellation of the Contract to You, by mail, email or fax at the time of the second fulfilled Service Request, and We will discontinue all monthly charges for the Device Protection Plan Contract at such time. The monthly charge paid for the Device Protection Plan Contract during the month in which the second fulfilled Service Request occurs will be prorated up to the date of cancellation. The service limit does not apply to the repair or replacement of Protected Devices caused by defects in parts or workmanship during the standard product warranty.

**Return of Replaced Protected Devices/Non-Return Fee.** A Protected Device that is approved for replacement must be returned to Us at Our shipping expense in the return mailer included with Your Replacement Equipment within thirty (30) days. The Protected Device We replace becomes property of FIDO and You hereby assign to Us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any Protected Device that We replace. If We do not receive Your original equipment within thirty (30) days, You will be charged a non-return equipment fee up to **\$400.00** plus applicable taxes. Call 1-855-877-3887 to request a prepaid return mailer.

**Locked Device Fee.** If You file a Service Request for any Failure, We will ask You at the time You file Your Service Request to disable any locking feature on Your Protected Device. We will not process Your Service Request until You provide affirmative verification that such locking feature has been disabled. If You return Your Protected Device with the locking feature enabled, We will charge a Locked Device Fee (as indicated above) to the credit card We have on file for You. **YOU MAY AVOID THIS FEE BY DISABLING THE LOCKING FEATURE ON YOUR PROTECTED DEVICE AT THE TIME YOU FILE YOUR SERVICE REQUEST.**

#### **What is not Protected.**

The Device Protection Plan does not protect the following:

(1) incidental or consequential damages, unforeseen and unforeseeable damages at the time of this Contract, or indirect damages where the failure to perform the obligation does not result from Our intentional or gross fault; (2) failures caused by war, revolution, acts of public enemy or terrorist, labour difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, civil commotion, embargo, acts or government, or military authority; (3) abuse, misuse, or intentional acts; (4) pre-existing Failures of the Protected Device occurring before the time it was established as the Protected Device; (5) changes or enhancement in color, texture, finish, expansion, contraction, or any cosmetic damage to Protected Device however caused, including, but not limited to, scratches and marring, that do not affect the mechanical or electrical function of the Protected Device; or (6) Failure of the Protected Device caused by computer viruses or similar unauthorized intrusive codes or programming.



**Further, Protected Device does not include and the Device Protection Plan does not protect:** (1) Contraband or property in the course of illegal transportation or trade; (2) property in transit to You from anyone other than Us; (3) routine maintenance and consumable items, such as batteries (one standard battery will be provided with Replacement Equipment if the Replacement Equipment is a different model than the Protected Device or if the battery was part of the Failure to the Protected Device); (4) antennas, unless there is also a Failure of the Protected Device; or (5) any accessories (unless otherwise covered as a Protected Accessory when part of a Failure to the Protected Device), including but not limited to color face plates, personalized data, or customized software, such as personal information managers (PIMs), ring tones, games, or screen savers.

**Cancellation.** You may terminate this Contract at any time for any reason by calling Us at 1-855-877-3887. We may terminate this Contract immediately if You default on Your obligations. In Québec or Newfoundland and Labrador, We may terminate this Contract for any other reason by notifying You in writing at least sixty (60) days prior to the effective date of cancellation, which notice shall state the effective date and grounds for cancellation. In all other Provinces, We may terminate this Contract for any other reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation. If You or We terminate this Contract within thirty (30) days from Your receipt of this Contract and You have not received a fulfilled Service Request, You will receive a full refund of the of the monthly service fee. If You or We terminate this Contract after thirty (30) days following the Enrollment Date, We will refund the remainder of the monthly service fee, pro-rated on a daily basis as measured by the date You cancel the Contract. We will also discontinue all monthly charges for the Plan as of the effective date of cancellation. Any termination and cancellation of Your wireless service with FIDO for any reason constitutes cancellation of this Contract by You, subject to the terms and conditions of this Contract.

**Electronic Delivery.** You expressly and knowingly agree and consent to permit Us (including any third party vendor, or representative through which we provide services under this Contract) to make disclosures and provide notices to You by bill message, text message, letter or e-mail, or any other method in accordance with Your Fido Terms of Service.

**Service Contract.** This Contract is a contract between You and Us that provides the specified services outlined herein. This contract is not an insurance policy and provides no insurance coverage or insurance benefits to You.

**Limits of Liability. Not applicable in Québec:** In the event of any error, omission or failure by Us or Our agents or service providers with respect to the Device Protection Plan Contract or the services provided by Us or Our agents or service providers hereunder, Our RESPONSIBILITY AND LIABILITY AND THAT OF OUR AGENTS OR SERVICE PROVIDERS SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE DEVICE PROTECTION PLAN CONTRACT (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE DEVICE PROTECTION PLAN CONTRACT). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF US OR OUR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL WE OR OUR AGENTS OR SERVICE PROVIDERS BE LIABLE FOR ECONOMIC LOSSES, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF WE OR OUR AGENTS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THE DEVICE PROTECTION PLAN

CONTRACT OR OUR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE UNDER THE DEVICE PROTECTION PLAN CONTRACT, OR UNDER ANY PROVISION OF THIS CONTRACT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN CONTRACT, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS OR WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, REGARDING THE DEVICE PROTECTION PLAN CONTRACT AND SERVICES TO BE PROVIDED HEREUNDER BY US AND OUR AGENTS OR SERVICE PROVIDERS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

**Limits of Liability. Applicable in Québec:** Except in the case of damages resulting from Our own act or of Our agents or service providers with respect to the Device Protection Plan or the services provided by Us or Our agents or service providers hereunder, Our RESPONSIBILITY AND LIABILITY AND THAT OF OUR AGENTS OR SERVICE PROVIDERS SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE DEVICE PROTECTION PLAN CONTRACT (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE DEVICE PROTECTION PLAN CONTRACT). IN SUCH CIRCUMSTANCES WE OR OUR AGENTS OR SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY DAMAGES, ECONOMIC LOSSES, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF WE OR OUR AGENTS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THE DEVICE PROTECTION PLAN CONTRACT OR OUR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE UNDER THE DEVICE PROTECTION PLAN, OR UNDER ANY PROVISION OF THIS CONTRACT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS CONTRACT, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS OR WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, REGARDING THE DEVICE PROTECTION PLAN CONTRACT AND SERVICES TO BE PROVIDED HEREUNDER BY US AND OUR AGENTS OR SERVICE PROVIDERS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

**Force Majeure.** We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, revolution, acts of public enemy or terrorist, labour difficulties, including without limitation strikes, slowdowns, picketing or boycotts, civil commotion, embargo, acts of government in, military authority, or the elements, or other causes beyond our reasonable control, and in such event We may cancel this Contract and the Device Protection Plan Contract immediately.

**Prohibitions on Transfer and Abuse of the Device Protection Plan Contract.** This Device Protection Plan is for Your use only. It is only transferable by FIDO to any other person. Wireless devices owned or leased by anyone other than You may not be made a Covered Equipment. Any abuse of the Device Protection Plan by You, including but not limited to seeking replacement of a wireless device not belonging to You, may result in termination of this Contract upon notice.

**Concealment, Misrepresentation of Fraud.** The protection provided by this Contract is void if You commit fraud or intentionally conceal or misrepresent a material fact concerning this Contract, the Protected Device, Your interest in the Protected Device, or a Service Request under this Contract.

**Data Privacy.** As part of the services offered to You pursuant to this Contract, FIDO may collect, use, and disclose personal information about You for the purposes of establishing, managing, and maintaining our relationship in accordance with FIDO'S privacy policy, available at [www.fido.ca/privacy](http://www.fido.ca/privacy). Your information may be shared with Our service providers and with other third parties that are located in countries outside of Canada, in accordance with FIDO'S privacy policy.