



Services Terms and Conditions

Some important details about your Service Terms and Conditions:

The Services Terms and Conditions outlined below cover important information about the services we provide you (“Services”) and your Mobilicity phone, data stick, SIM card or other devices or equipment used in relation to the Services (“Devices”). In this Agreement, when we say “we”, “us” or “Mobilicity”, it means Rogers Cable and Data Centres Inc. operating as Mobilicity, and when we say “you”, it means jointly you, our customer, the person using the Services and the person responsible for the payment of the Services.

When you activate, use or pay for the Services you are telling us you agree to these Services Terms and Conditions.

We may change the agreement, fees, rates or plans from time to time by posting it on our website at <http://www.mobilicity.ca/>. If you do not agree to the changes, you can contact us to discontinue the Services.

How we might get in touch with you

We may contact you by calling / texting your Mobilicity phone number or by emailing you if you have provided us with an email address. We may also call any other phone number you have provided us on file (for example your home or office number). Very occasionally, we may also contact you via regular mail to the address you have provided us. Please ensure to always update your contact information such as your email address. This is especially important if you are a data stick customer since email may be our only way to get in touch with you. Sometimes, we may post notices on our website. Please check back often.

Some terms around the use of your Services

The Services are intended for normal residential or personal use only. The Services are not for resale. You cannot use the Services for any illegal or improper purposes. You can find some examples of illegal or improper purposes at the end of this document.

Our [fair use policy](#) is designed to allow all our customers to enjoy our Services. Your use of the Services must follow reasonable personal usage and average usage patterns. You will never be charged an overage fee for using any Services that are described or promoted as unlimited Services.

Making the Most of our Data Services

If you are a data customer and your data usage exceeds 6 GB (or 20 GB for premium data customers) before your monthly due date, your usage remains unlimited but data speeds may be reduced until your billing due date. Many applications that do not require high download bandwidths (such as emails and web browsing) should not be affected by this speed reduction. Applications that may be affected by these speed reductions are those that demand higher download bandwidths (for example video streaming). Many handsets have the ability to keep track of your data monthly usage. To further assist you in managing your data usage, we will also send you text messages when you reach 90% and 100% of your monthly data usage level at no additional charge. Given the data usage patterns most of our customers have, it is unlikely that you will experience any reduction in speed unless you download large files or use file sharing applications.

We may choose to shape data traffic, manage Internet traffic, and provide preferred or slower speed based on certain behaviours, abuses, locations, data consumptions, classes of applications, times and / or dates. We do this mainly to address congestion issues, ensure the quality of Internet services and attain equal access to our data bandwidth for better general user experience and any other reasonable reasons.

Downloading Content to Your Device

You understand that unless we specifically notify you otherwise, any information, content, software or any other items you access or download on the internet are likely provided by third parties even though your retrieval of these items are through our Services or Devices provided by us. You agree that you are responsible for accessing, downloading or retrieving such materials and acknowledge that you may incur charges in doing so. We have no obligation or liability to you regarding your activities on the Internet.

You understand that we may require certain rights to the content you choose to create, transmit, publish or communicate using the Services in order to provide you with the Services, comply with legal demands or operate our business. You agree to grant us the right and license to transmit, copy, modify, adapt, display and publish any content you choose to transmit, create, publish or communicate using the Services.

Additional charges may apply when you download certain contents or use other services by third parties. Please ensure that you read any pricing information for these additional charges before doing so.

We generally are not required to monitor any contents transmitted through our Services.

Using Software on your Device

You may be required to use or download software before you are able to use some of our Services. The uses of these software are subject to the software's terms of use and / or license agreements, which may be issued by third parties. Some or all of our Services may be subject to additional policies of use or other agreements.

About Your Phone number

You do not own the telephone number, IP addresses, e-mail addresses, domains and other communication numbers or addresses we assign to you. We have the right to change or replace them at any time and shall not be responsible for any costs, damages, liabilities or losses from those changes.

Porting-In Your Existing Number

In the event that you request us to transfer a telephone number from another service provider to us, you are telling us that you are the listed account holder, you have full rights to the number, you have the right to transfer the number, you authorize us to make the transfer request on your behalf, and you authorize us to provide any necessary information such as your name, telephone number, address and any other personal information reasonably requested. You agree to sign a form if we ask you to. You will need to pay for all amounts associated with your previous carrier including any termination charges.

While we will always try to 'port-in' your number as quickly as possible, we will not be held liable for any costs, damages, liabilities or losses for any delay or failure to transfer the telephone number to us.

Quality of Your Signal

You understand that quality of the signal on your Device may vary depending on many factors, such as the area you are in, terrain, weather conditions, your Device itself, battery level, network capacity, malfunction of equipment, maintenance and upgrades.

Changes to our Services

You agree that we may change the Services at any time including changing our coverage areas, changing roaming arrangements, placing restriction on the calling and receipt of certain phone numbers or area codes, suspending, terminating, restricting or setting conditions on the Services, at our sole discretion and without notice to you.

Traveling outside our unlimited coverage area

The Services outside our unlimited coverage area are provided by third party service providers. Coverage maps only approximate our anticipated wireless coverage area outdoors; actual area, coverage and quality may vary and change without notice depending on a variety of factors including network capacity, terrain and weather.

If you are travelling, you can see a list of countries where you can continue to receive voice, text or data services on our website. We suggest you do this before you leave our coverage areas. Your Device may connect to another provider's network (commonly referred to as roaming) when you are outside of Mobilicity's unlimited coverage areas. Check your Device to determine if you are connected to another provider's network. There may be extra charges and higher rates for using or accessing your Services while you are outside Mobilicity's unlimited coverage area. You may be required to activate the connection to another provider's network before you can use your Device outside of our unlimited coverage areas. Your roaming usage outside of our unlimited coverage areas will be limited by the roaming minutes included in your plan and the balance on your My WalletTM account (see below).

Your primary use of the Services must be within the Mobilicity unlimited coverage area. We may suspend, limit or terminate your Services or partial Services if we decide that your primary use of the Services or usage patterns is outside Mobilicity's unlimited coverage area or if you live outside of these areas.

Access to Emergency Services

When making 9-1-1 or other emergency calls, you should be prepared to provide information about where you are located. 9-1-1 operators may not know your phone number or have information about your location. If you are porting a phone number to or from us, we may not be able to provide you with some Services, such as 9-1-1 location services, while the port is being implemented. We are not responsible for failures to connect or complete 9-1-1 or other emergency calls or if inaccurate or no location information is provided.

9-1-1, other emergency calls, special service or toll-free numbers may not operate properly or be available when you are outside Mobilicity's unlimited coverage area. You are responsible for confirming the correct numbers, connections, charges, fees and liabilities incurred by access these numbers while you are outside Mobilicity's unlimited coverage area.

Leaving Mobilicity

If you wish to terminate the Services at any time, you can contact our call centre. We will try to initiate your request to terminate within 48 hours. During this process, so long as we continue to provide you with the Services, these Terms and Conditions will continue to apply. A transfer of your telephone number to another service provider (commonly referred to as port-out) shall be deemed as your request to terminate the Services.

WE HAVE THE RIGHT TO LIMIT, BLOCK, RESTRICT, SUSPEND OR TERMINATE YOUR SERVICES OR ANY PART OF YOUR SERVICES FOR ANY REASON AT ANY TIME. Here are some examples of when we may

limit, block, restrict, suspend or terminate your services: (a) if you breach any part of the terms and conditions here; (b) if you breach any of our policies or guidelines, (c) if you transfer the Services to another person without our consent; (d) if you become insolvent or bankrupt; (e) if you misuse your Services or Devices; (f) if you are on a plan that we determine is no longer available to you, or (g) if you do not have sufficient funds in your account to pay for the Services. We may also limit, block restrict, suspend or terminate your services or any part of your services if your usage pattern suggests that you are in violation of the above.

IF YOUR SERVICES ARE TERMINATED, YOU WILL HAVE FORFEITED ANY REMAINING BALANCE IN YOUR MONTHLY FEES ACCOUNT, MULTI-MONTH FEES ACCOUNT AND YOUR MY WALLET ACCOUNT. IN ADDITION, WE MAY REASSIGN YOUR TELEPHONE NUMBER TO SOMEONE ELSE.

About Your Device

We encourage you to use Devices that are (i) provided by us, (ii) provided by our authorized dealers and approved by us, or (iii) approved by us in writing (Devices not meeting these conditions will be referred to as “Non-Mobility Devices”). If you use a Non-Mobility Device, you understand that we may not be able to provide you with support or that our support to you may be limited. In addition, certain Services may not be available or function properly on Non-Mobility Devices.

We may choose to transmit or remotely install software, firmware, updates or other modifications to your Devices (for example, we may upgrade, enhance, better, maintain or correct the Services or Devices) (an “Update”). PLEASE ALWAYS BACKUP YOUR DATA ON YOUR DEVICES, ESPECIALLY BEFORE AN UPDATE. We are not responsible for any liabilities when we perform an Update (including data loss or interruption of Services).

The Devices may be covered by the manufacturer’s limited warranty (“Manufacturer’s Warranty”). Anything we tell you in relation to the Manufacturer’s Warranties are our interpretations only. You understand that it is your responsibility to consult with the manufacturer regarding the Manufacturer’s Warranty (if any) on your Devices. Unless we specifically advise in writing that we are responsible for the warranty on the Devices, you understand that we are not responsible for any warranty on your Devices or for interruption to Services while your Devices has been returned for warranty. PLEASE ALWAYS BACKUP YOUR DATA ON YOUR DEVICES BEFORE RETURNING IT FOR WARRANTY.

You understand that certain Services may be unavailable to you because of the Devices you choose, either as a result of restrictions on the Devices or restrictions we may impose on the Devices.

You understand that you shall not perform any of the following: reverse engineering, decompiling, disassembling, downloading, redistributing, reselling, deriving source code, unlocking, modifying, reprogramming, copying, spoofing, monitoring, probing or scanning of the Devices / Services or any component of the Devices / Services or anything that would violate the intellectual property rights of the Devices.

If the Device permits, you may unlock your Device by calling our Customer Care department for a non-refundable onetime administrative fee.

Paying in advance for your services

In general, you will have two accounts when you purchase Services and set up your account with us:

“Recurring Charges” and “My WalletTM”. You can transfer funds between the two accounts by calling our call centre or online at www.mobilitycity.ca.

“Recurring Charges” are all periodic charges and include your rate plan charges, any add-ons you have selected and all applicable taxes. If you are on a monthly plan, your recurring charges are due monthly in advance. If you are on a multi-months plan, your recurring charges are due in advance at the end of the multi-months. We may terminate, suspend or restrict all or part of your Services if you have insufficient funds in your payment due dates to allow for the deduction of all Recurring Charges plus taxes. If this happens, we may (but are not obligated to) notify you by any means we choose, including sending a text message to your Device or notifying you when you make a call. If you provide sufficient payment to allow for the deduction of the Recurring Charges and all applicable taxes within three (3) months from your payment due date, we will reinstate your account. Your payment due date will not be changed as a result of your payment. For a fee, we may choose to offer you the option to change your payment due date to the day you have reinstated your account. IF YOUR SERVICES ARE NOT REINSTATED WITHIN THREE (3) MONTHS FROM YOUR PAYMENT DATE, YOU WILL HAVE FORFEITED ANY REMAINING BALANCE IN YOUR ACCOUNT INCLUDING YOUR “MY WALLET” ACCOUNT. IN ADDITION, WE MAY REASSIGN YOUR TELEPHONE NUMBER TO SOMEONE ELSE.

Money in your “My Wallet” account is used to pay for any pay per use Services (such as usages while roaming) (“Per Use Charges”). Insufficient funds in your “My Wallet” account may mean you cannot use any pay per use Services (e.g. make a call while roaming).

You agree to be responsible for the payment of charges plus taxes that are applicable to the Services whether or not the Services have been used by you personally. The charges for each Service will be based on the charges in effect for such Services at the time and may be changed without notice. Your use of the Services shall be regarded as your acceptance to the change in the charges for the Services. Do not use the Services if you do not accept to pay for the amount of charges.

You may change your Services by contacting us. An administrative fee may apply to some changes to plans (such as switching plans). If you are on a monthly plan, your plan charges will be prorated based on your next payment due date. If you are on a multi-month plan, your charges will be prorated based on your next payment due date minus an administrative fee. You agree that the one month’s regular plan charge is a reasonable charge for us to recuperate any discounts, subsidies or other costs associated to your change under a multi-month plan. We may limit the number of changes allowed to your plan within a period of time.

You may be offered different preauthorized payments options (for example preauthorized debit payments using your bank account or credit card) (“Preauthorized Payments”). The terms and conditions of your instrument and our additional terms and conditions may apply on all Preauthorized Payments. By subscribing to Preauthorized Payments, you agree that we may charge your instrument all outstanding charges at anytime up to 10 business days prior to your next payment due date. You also agree to notify us should you make any changes to your account or instrument or if your credit card expires. You understand that some promotions or special offers may be subject to certain conditions (for example pre-authorized payment) and the promotions may be withdrawn if you no longer meet the conditions.

You may notify us of any reasonable dispute regarding charges charged to your account within 30 days from the date it was charged. You agree not to dispute any charges that are charged to your account after 30 days from the date they were charged.

If you have purchased a package that includes both a phone and services (“Phone and Services Package”), you are automatically subscribed to a monthly plan if your Phone and Services Package includes only one month of Services, and a multi-month plan if it includes more than one month of Services.

Refunds for your Mobilicity Service and Phone

You may request for a Service refund and we will repay the fees you paid for the Services and any unused money in your My Wallet account (“Mobilicity Service Refund”) if we determine that: (i) you cancelled and requested the service refund with your original receipt within 7 days of activation, (ii) your usage does not exceed 30 minutes, (iii) your usage does not exceed 30 text messages; (iv) your usage does not exceed one megabyte of data, (v) you have provided us your phone or other Devices for examination (upon our request), (vi) you have provided us with relevant personal information including your name and your mailing address (upon our request), (vii) you did not transfer or request to transfer your telephone number to another service provider (commonly referred to as port-out), (viii) if you purchased from a store, you made your refund request at the same location where you made your purchase, (ix) if you purchased through our call centre or online, you made your request at a corporate store, (x) you have not abused this return policy and you are not and have not been in violation of our terms and conditions, policies or guidelines. Please note that the money you may have paid for your SIM card will not be refunded.

You may request for a phone refund and we will repay you the money you paid on the phone (“Mobilicity Phone Refund”) if we determine that: (i) the phone is a Mobilicity authorized phone; (ii) you return the phone and all accessories and parts that came with the phone with the original receipt within 14 days of your purchase, (iii) the phone is in its original packaging in a resaleable state, (iv) any identifying numbers or labels such as the IMEI, ESN, MEID or serial numbers had not been removed or damaged and are legible, (v) you did not transfer or request to transfer your telephone number to another service provider (commonly referred to as port-out), (vi) if you purchased the phone from a store, you returned the product to the same location where you made your purchase, (vii) if you

purchased through our call centre or online, you returned the product to a corporate store, and (viii) you have not abused this return policy and you are not and have not been in violation of our terms and conditions, policies or guidelines.

You may request for a Phone and Service Package refund and we will repay you the money you paid on the Phone and Service Package ("Phone and Service Package Refund") if we determine that: (i) the phone is a Mobilicity authorized phone; (ii) you return the Phone and Service Package and all original SIM card and accessories and parts that came with the phone with the original receipt within 14 days of your purchase, (iii) the Phone and Service Package is returned with its original packaging in a resaleable state, (iv) there are no damages to the product(s) included in the Phone and Service Package, (v) any identifying numbers or labels such as the IMEI, ESN, MEID or serial number(s) had not been removed or damaged and are legible, (vi) you did not transfer or request to transfer your telephone number to another service provider (commonly referred to as port-out), (vii) if you purchased the Phone and Service Package from a store, you returned the product to the same location where you made your purchase, (viii) if you purchased through our call centre or online, you returned the product to a corporate store, and (ix) you have not abused this return policy and you are not and have not been in violation of our terms and conditions, policies or guidelines.

All Mobilicity Good as New products and 'refurbished' products are sold 'as is' and are considered 'final sale'. There is no refund or exchange for these products. Refunds and exchange rights are not transferable to anyone else.

You understand that you may not receive your refund in the same method as you made your payment (for example you may receive your refund by cheque) and that your refund may arrive after some time.

Disclaimer and Limitation of Liability

WIRELESS SERVICES ARE DELIVERED TO YOU THROUGH RADIO WAVES AND AS SUCH, THERE ARE MANY FACTORS THAT MAY AFFECT OUR SERVICES TO YOU. TO THE FULLEST EXTENT PERMITTED BY LAW, WE OFFER NO WARRANTY FOR ANY OF OUR SERVICES. FOR EXAMPLE, WE CANNOT GUARANTEE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITIONS OF WORKMANSHIP, SATISFACTORY QUALITY, LATENT DEFECTS, MERCHANTABILITY, TITLE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE DEVICES OR SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE DEVICES OR SERVICES WILL BE TIMELY OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE DEVICES OR SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE DEVICES OR SERVICES OR THAT DEFECTS IN THE DEVICES OR SERVICES WILL BE CORRECTED. NO ADVICE FROM US OR FROM OUR DEALERS WILL CREATE ANY WARRANTY ON THE SERVICES WE PROVIDE YOU.

TO THE FULLEST EXTENT AVAILABLE BY LAW, WE EACH AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST EACH OTHER TO DIRECT AND ACTUAL DAMAGES. THIS LIMITATION AND WAIVER WILL APPLY TO THE FULLEST EXTENT AVAILABLE BY LAW REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY, OR ANY OTHER THEORY OR EVEN IF YOU HAD ADVISED US OF THE POSSIBILITY OF

SUCH DAMAGES. NEITHER OF US WILL SEEK ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE, OR PUNITIVE DAMAGES FROM THE OTHER. THE LIMITATION AND WAIVER IN THIS SECTION ALSO APPLIES TO ANY CLAIMS YOU MAY BRING AGAINST OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRACTORS, SERVICE PROVIDER, MANUFACTURER, OTHER THIRD PARTY PROVIDING THE DEVICES OR SERVICES AND ANY OTHER PARTY TO THE EXTENT THAT WE WOULD BE REQUIRED TO INDEMNIFY THAT PARTY FOR SUCH CLAIM. OUR LIABILITY FOR ANY CLAIMS YOU MAY HAVE AGAINST US IS LIMITED TO A REFUND OR REBATE OF THREE TIMES THE PRORATED MONTHLY CHARGES YOU PAID FOR THE APPLICABLE SERVICES OR THE CHARGE FOR THE DEVICES. YOU AGREE WE ARE NOT LIABLE FOR ANY DAMAGES, LIABILITIES OR CLAIMS CAUSED BY YOU OR A THIRD PARTY.

In addition, to the fullest extent available by law, we are not responsible for any and all loss or liability resulting from (i) failures, delays or interruptions to the Services or Devices; (ii) loss of data; (iii) acts of God; (iv) errors, omissions, or misstatements in any information transmitted through or by the Services, (v) your use of the Services or Devices, (vi) slander, libel or defamation arising from any information or content transmitted, downloaded or received through the use of the Services or Devices, (vii) any accident or injury caused by or to a vehicle, watercraft or aircraft as a result of your use of the Services or Device while operating the vehicle, watercraft or aircraft, (viii) physical injuries or death (except as required by law) or (ix) loss of profits or business opportunities.

Except when required by law, Mobilicity, our officers, directors, employees, affiliates, contractors, service provider, manufacturer, dealers, other third party providing the devices or services and any other party to the extent that we would be required to indemnify that party for such claim shall not be liable for any claims, damages or liabilities related to the provision of emergency service on a mandatory basis (pursuant to Telecom Decision CRTC 2003-53 or other decisions) including for failures to connect or complete 9-1-1 calls or if no or inaccurate location information is provided whether caused by Mobilicity or other third parties.

Indemnity

You will indemnify us, our officers, directors, employees, affiliates, contractors, service providers, dealers, manufacturers, other third parties providing the devices or services and any other party to the extent that we would be required to indemnify that party for such claim harmless from any claims arising out of your use of the Services or Devices.

Security and Your Pin / Password

You may be required to choose your own personal identification number ("PIN"), security questions, username, password, or other information for the purpose of identifying you and your rights to access your account ("Security Information"). Your Security Information may be required in order for you to activate your SIM card, add or make any changes to your account or Services, obtain information or enquire about the account or as a proof of identity and authority to provide instructions to us.

You are fully responsible to keep your Security Information safe and secure. You are responsible for any actions taken using your Security Information, including any changes or additional charges to your account or Services or any purchases made using your account.

You will notify our call centre immediately if (i) your Devices or SIM card is lost or stolen, (ii) the security of your Security Information has been compromised, (iii) you suspect unauthorized use or access to your account or (iv) you suspect your Devices or SIM card has been tampered with or damaged. We may recommend (but is not obligated to recommend) the appropriate action once you have notified us (e.g. we may recommend that you reset your Security Information, change your account, suspend or terminate your account or Services). If we provide you with our recommendations, our recommendations are provided to you without any warranties. It is your sole responsibilities to ensure that the situation is corrected and you shall be responsible for all fees and charges incurred.

We may terminate, suspend or restrict all or any part of your Services if we suspect that fraudulent or abusive activities on your account or that your account is being used without your authority (but we are not obligated to do so).

Your Personal Information and Privacy

Certain identifiable information about you (“Personal Information”) may be required in order for us to provide you with the Services. Personal Information includes information about an identifiable individual other than the name and address, such as credit card information, information collected through our website or other information we may collect from you from time to time. Your Personal Information will be treated in accordance to our Privacy Policy. Our Privacy Policy can be found by following the following link <http://mobicity.ca/privacy-policy/>.

You understand that we may, but are not obligated to, monitor, record, observe or investigate the use of the Services in order to (i) satisfy any legal, regulatory, governmental or other authorized authority’s requests, (ii) evaluate, monitor, improve or upgrade the quality of Services, (iii) operate and maintain the operation of the Services or (iv) protect other customers or ourselves in accordance to our Privacy Policy.

Trademark

The “Mobicity” name, logos and certain other marks are trademarks of Rogers Cable and Data Centres Inc. Any unauthorized uses of any of our marks are strictly prohibited.

Arbitration

As a precondition to any disputes between you and us, the aggrieved party will provide the other party with written notice of arbitration. The parties will subsequently, and within 30 days of such notice, negotiate in good faith a resolution of the alleged claim and type of remedy sought. The parties agree to keep all information relating to the arbitration including the reason for the arbitration and any information gained by the party during the arbitration process confidential.

Any disputed claim or other such disputes arising out of or related to this agreement (including previous agreements), the Services, Devices, equipment, promotions, advertisements, statements, communications or any related matters, or otherwise from the relationship of the parties, will be settled under the *Arbitration Act* of Ontario by one arbitrator appointed pursuant to the agreement of the parties. Should the parties fail to appoint the arbitrator, the arbitrator shall be appointed by a court of Ontario on application by the parties. For greater certainty, the parties expressly state that the arbitrator shall have the power to determine all questions of law, facts, facts and law and procedure and shall make all original determinations as to his own jurisdiction. Any challenge of a decision of the arbitrator may only be brought after the arbitrator shall have rendered his or her decision on the merits of the dispute between the parties.

Other Information

This agreement and our Services to you shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein but the reference to such laws shall not, by conflict of law rules or otherwise, require the application of the law of any jurisdiction other than the Province of Ontario, and shall be construed and treated in all respects as an Ontario contract. You and Mobilicity agree that any disputes shall be held in Toronto, Ontario.

Mobilicity shall not be responsible for delays or failures of deliveries or for losses or damages resulting from force majeure, including without limitation, industrial disputes, riots, mobs, fires, floods, wars, embargo, shortages of labour, power, fuel, means of transportation or general lack of necessities or resulting from regulations or order of any government or governmental agency or any other circumstance beyond the control of Mobilicity.

If any provision of these terms and conditions are determined to be illegal, invalid or unenforceable, by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from the terms and conditions and the remaining provisions will remain in full force and effect, and such invalid or unenforceable provision shall be construed by limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law.

No waiver of any of the provisions of these terms and conditions shall be deemed to constitute a waiver of any other provision (whether or not similar); nor shall such waiver be binding unless executed in writing by the party to be bound by the waiver. No failure on the part of Mobilicity or you to exercise, and no delay in exercising any right under this agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

The division of these terms and conditions into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this agreement.

Examples of Illegal or Improper Uses

The following illustrate some examples of what may be considered as improper or illegal uses of our Services:

- (a) illegal, abusive, annoying or offensive activities
- (b) making offensive content publicly available
- (c) commissioning or encouraging criminal offence (e.g. stalking, harassment, spamming, generating unsolicited commercial or bulk emails)
- (d) disrupting or interfering with the Internet, any network, computers or other devices
- (e) causing network instability
- (f) using auto-responders or cancel-bots
- (g) operating a server
- (h) transmitting virus or other harmful component
- (i) intellectual property infringement
- (j) interference with other subscribers' services or devices
- (k) accessing, or attempting to access without authority, information, accounts or devices of others
- (l) altering any of the hardware or software on the device
- (m) accessing the Internet via the Services using Internet Protocol (IP) addresses other than the IP address assigned to you by us
- (n) port scanning a person's computer without that person's consent or using any tools designed to facilitate these scans
- (o) forging headers or manipulating identifiers in order to disguise the origin of any content transmitted through the Services
- (p) invading another person's privacy, collecting or storing unauthorized personal data
- (q) "stalking" or harassing another person or entity
- (r) harming minors
- (s) unlawfully using, possessing, posting, uploading, transmitting, disseminating or making available obscene, profane, pornographic material, content that is unlawful, threatening, abusive, libellous, slanderous, defamatory, deceptive or objectionable
- (t) unlawfully promoting or inciting hatred
- (u) posting, uploading, transmitting, disseminating or make available objectionable information, constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or violate any municipal, provincial, federal or international law, order or regulation
- (v) accessing any computer, software, data or any confidential, copyright-protected or patent-protected material of any other person, without the knowledge and consent of that person, or use any tools designed to facilitate access, such as "packet sniffers"
- (w) selling, reselling, sharing, transferring, distributing, exploiting, loaning, renting the Services / Devices or provide Internet access or any other feature of the Services to any third party