



TERMS OF SERVICE

The agreement between you (“**Customer**” or “**you**”) and Quadro Communications Co-operative Inc. / Bell Mobility Inc. (“**Bell**”, “**Bell Mobility**” or “**we**”) includes the following documents, as they may apply to you:

- a summary setting out critical information about what you are signing up for (“**Critical Information Summary**”);
- an agreement page so you can signify your agreement to our terms; and
- the actual terms of service spelling out your, and our, obligations (including the schedules attached) (“**Terms of Service**” and “**Schedules**”)

(together the “**Agreement**”).

You should review the entire Agreement. All of the parts are important and together create a legal contract that applies to you once you have accepted it. Quadro/Bell 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. If you are a small business, then you and the individual user of the Services and the Device (defined below) are jointly responsible for all obligations in this Agreement, both individually and together. 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 Quadro’s contact information.

WHAT IS COVERED BY THIS AGREEMENT?

1. This Agreement is for “**Quadro Services**” or “**Services**” (as they will be called in this Agreement), whether prepaid (“**Prepaid**”) or postpaid (“**Postpaid**”), which include any wireless telecommunications services provided by or through Bell Mobility, including voice, text, data (including content) or other services, and account administration (for example, account changes and Customer support). This Agreement also applies to any wireless device (“**Device**”) to be used with the Services. Only Quadro/Bell issued subscriber identity module cards (“**SIM Cards**”), which are required to connect your Device to Quadro/Bell networks, can be activated on Quadro/Bell networks.
2. **How do I accept this Agreement?** You **(a)** sign the signature page of this Agreement; **(b)** click “I Agree” or perform any other form of electronic acceptance; **(c)** agree verbally to enter into this Agreement; or **(d)** activate or use the Quadro Services.

AVAILABILITY OF YOUR SERVICE AND 9-1-1 LIMITATIONS:

3. Where are the Services available?

Quadro/Bell and our roaming partners provide Service coverage for almost all of the populated areas in Canada and access to extensive international roaming coverages. Visit bell.ca/coverage for our latest service coverage areas and maps. Quadro/Bell and our roaming partners may, from time to time and without notice, change networks or geographical coverage areas (both in and out of Canada).

4. What speed can I expect from the Services?

As fast as our technology and ability allow. Quadro/Bell doesn’t guarantee the Services will achieve peak speeds (even if you pay extra to get higher peak speeds). Quadro/Bell may deliver your Services from its different networks (including mobile networks and Wi-Fi networks) in order to facilitate optimal network performance. If you violate Quadro/Bell’s Responsible Use of Quadro/Bell Services policy (“**Responsible Use Policy**”) then Quadro/Bell may reduce your speed for network management purposes. Please review the Responsible Use Policy for greater detail.

5. Is 9-1-1 always available?

No. Quadro/Bell 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 rate plans (as defined in Section 11) : certain Devices like tablets, modems and turbo sticks/hubs or Devices equipped with data-only Rate 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 operators inability to call you back in the event your call is disconnected. Section 6 sets out additional reasons that 9-1-1 Services may not work on all Devices. While Quadro provides emergency call routing when the 9-1-1 Service is available and the Device is capable, it is your 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 bell.ca/911. **To the extent permitted by applicable law, Quadro/Bell is not responsible for any inability to access 9-1-1 Service.**



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6. Will all Quadro services work with all Devices?

No. Quadro does not guarantee the services, including 9-1-1 Service, will work on all Devices, especially if the Device was not purchased directly from Quadro or it was modified in a way which Quadro 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 Quadro SIM Card may not be compatible with all Devices, and your Quadro services (including Rate Plan and Data Feature (as defined in Section 11) must be used exclusively with the specific type of compatible Devices that Bell has identified at bell.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 hands-free or similar capabilities.

7. What happens if my Device becomes outdated?

Quadro may change the minimum technology requirements for the Quadro 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 service and your only remedy will be to cancel the affected Quadro services.

8. Does Quadro issue credits for Service outages?

Any credit or refund for Service unavailability is entirely at Quadro`s discretion.



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YOUR SERVICES:

9. What is the term of my Agreement?

Your Agreement with Quadro has no set term, unless you enter into an Agreement with a set term ("Commitment Period"). At the end of your Commitment Period, it automatically extends for no set term at your current rates, unless you cancel your Agreement as provided in Section 53, the Rate Plan you subscribe to is no longer available or you select a new Rate Plan. If you agree to a Commitment Period of 12 months or longer, Quadro will notify you 90 calendar days prior to the expiry of your Commitment Period. Cancelling your Agreement may result in a Cancellation Fee (as defined and set out in Section 53)

10. What is the difference between a Rate Plan, a Data Feature, an Add-on and Pay-Per-Use Services?

Quadro provides you with a variety of subscription options when ordering Quadro Services. You subscribe to a pre-defined Services (your "**Rate Plan**"), add features (not within the rate plan) that interest you (in the case of data Service, a "Data Feature" and otherwise an "**Add-on**"), and have the additional option of using and paying for certain Services as-needed ("**Pay-Per-Use**"). 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 Rate Plan or Add-on or Data Feature is additional usage ("**Additional Usage**") and will be charged in accordance with **Section 11**. Remember that you are responsible for choosing the combination of Services that is most appropriate to your needs.

11. What happens if I exceed the usage limits of my Rate Plan, Add-on or Data Feature?

You will pay extra for that. Additional Usage will be charged to you at the Pay-Per-Use rate (visit bell.ca/payperuse), unless your Rate Plan or selected Add-ons or Data Feature specify a different rate, which may change over time in accordance with **Section 50**.

12. Will I have to pay any fees 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 and must agree to a Fee before it's charged. Visit bell.ca/onetimefees for additional information. Fees are usually charged separately from your Rate Plan and may change from time to time in accordance with **Section 50**. Device payment Customers must also pay the monthly Device payment shown on your Critical Information Summary ("Monthly Device Payment") in accordance with the terms of your Disclosure Statement. "Charges" (as defined in Section 11) includes Monthly Device Payment Customers. Certain third party app providers may charge you a fee for subscribing to their app and you are responsible for these fees.

13. How does Quadro help me to manage my account and Charges?

You can review your account and your voice, text and data usage online through bell.ca/MyBell, or by downloading the Bell Self-serve App to your Device. You can update account information, add Add-ons to your account, view and change your Rate Plan and Data Feature details, manage which subscriber(s) on your account are authorized to unblock data and accept additional data charges for your account (each such subscriber, an "authorized user"), edit your notification preference for data blocks, and monitor and manage your monthly activity to ensure your usage remains within your Rate Plan, Add-on or Data Feature limits through yourself serve profile. **Please note Quadro customers will not be able to make payments using MyBell and the Bell Self serve app.**



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14. How does Quadro 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 Quadro/Bells 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 if you receive a phone call when outside your local coverage area you may be charged for long distance Services. Airtime and long distance Charges also apply to call forwarding. For an explanation of local and long distance coverage areas, visit bell.ca/coverage. Calls to special numbers (excluding those operated by and on behalf of Quadro/Bell), including those beginning with a "#", a "*" or short codes (billed per call) are not included within your Rate Plan or Add-ons and may result in additional charges.
- b) **Text:** Quadro 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 Quadro networks but cannot be delivered to your Device. Applicable text Charges continue to apply and you will be billed for those text messages even if you do not immediately receive them. Interactive text messages (also known as premium short code messages) are billed 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 bell.ca/antispam for further information or to block premium short code messages. Text to special numbers (excluding those operated by and on behalf of Quadro/Bell), including those beginning with a "#", a "*" or short codes (billed per call) are not included within your Rate 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 Quadro/ Bell'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- is your responsibility to understand how much data is used by your select app (s). Certain Rate Plans or Add-ons or Data Feature 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. Quadro/Bell will temporarily block usage on your account once it reaches \$50 in additional usage charges for domestic data per billing cycle. At such time, all subscribers on your account who have reached 100% of their Data Feature will be blocked. If you and any authorized user(s) on your account wished to unblock data on your account, they you (or they) may expressly consent to continue Additional Usage Charges. If you (or they) do not consent, then data services will be blocked on the account until the start of the next billing cycle. You will also receive notice if your access to data Services is restricted or suspended due to a credit limit or past due amount as set out in Section 55.
- 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 can occur in Canada or internationally. Depending on your Rate Plan, international roaming rates may be significantly higher. Your Device will not be able to roam internationally unless you ask Quadro to enable this function and Quadro agrees to do so. Certain Rate Plans do not include international roaming and some Devices are unable to roam internationally. If you enable this function and enter an international roaming area, you will be advised that you are roaming internationally and be provided with details on your roaming rate Charges. For current roaming rate Charges, visit www.quadro.net. Quadro/Bell will temporarily block data roaming usage on your account once it reaches \$100 in Additional Usage charges for international data roaming per billing cycle. If you or any authorized user(s) on your account wish to continue using data roaming, then you (and they) will be given the opportunity to purchase a travel pass. If you (or they) do not purchase a travel pass, then data roaming Services will be blocked on the account until the start of the next bill cycle. You will also receive notice if your access to data roaming Services is restricted or suspended due to credit limit or past due amounts as set out in Section 55.

Rounding practice for U.S. and international voice and data roaming may vary depending on how the wireless service provider permitting you to access their network calculates usage.

15. Can I change my Rate Plan after I agree to a Commitment Period?

Yes, however Quadro may restrict Rate Plan changes, or require that you pay a Cancellation Fee (as described in **Section 54**).

16. What if I move during my Commitment Period?

Certain Rate 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 Quadro/Bell Services, you may need to change your Rate Plan (see **Section 15**) and/or your mobile number. Visit bell.ca/onetimefees as additional Fees may apply.



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17. Can I share my Rate Plan with family and friends?

Yes, but only certain Rate Plans and Data features can be shared with other subscribers on your account (check the Rate Plan or data Feature details). There are some things you should consider. If you share a Rate Plan or Data Feature with others (“**Share Plan**”), your Services are pooled and made available on a first-come, first-served basis each monthly billing cycle among the subscribers on the account. In other words, you might not receive the full allowance of Services in your Rate Plan in any monthly billing cycle if the included allowance is used up by other subscribers first. Some Services in a Share Plan can’t be shared, and some Services cannot be blocked from other subscribers. A Share Plan requires at least two Devices on two separate plans designated as sharable.

18. Does my Rate Plan include a system access fee and/or \$0.75 9-1-1 Service Fee?

System access fees (“**SAF**”) and 9-1-1 Service Fees apply only to certain Rate Plans and are charged as part of the consideration for Quadro/Bell providing Services to you. Unlike the Government 9-1-1 Fees described in **Section 44**, they are not required by nor collected for any government. If you wish (and subject to **Section 15**), you may select one of Quadro/Bell’s current Rate Plans that do not charge SAF or 9-1-1 Service Fees.

19. Do I own the mobile number that Quadro assigns me?

No. You do not own or acquire any right in any assigned mobile number or identifier for Quadro/Bell Services (e.g. IP address, email address, web space URL, host name, Internet fax). Quadro/Bell may change, withdrawal or re-assign any number or identifier assigned to you. 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 bell.ca/portability.

20. Can I keep my mobile number?

- a. **Transfers to Quadro/Bell.** Quadro/Bell will ask your existing service provider to “transfer-in” or “port-in” your existing mobile number if you: confirm **(i)** that you have the right to make the request; **(ii)** authorize Quadro/Bell 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 Quadro/Bell.** If you or your new service provider ask us to, and your assigned account and mobile number are active, Quadro/Bell 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 Quadro/Bell, including any applicable Cancellation Fee and unpaid account balances. Prepaid funds are non-refundable. Please refer to **Section 53** to understand how to end your Agreement.

Quadro 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), or devices or apps.

21. 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 Quadro services and your device by yourself and any other users (including subscribers on your account whether or not they are “authorized users” (as defined in Section 13)). 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 pictures, and text, email and voicemail messages. Quadro may also require that you take proactive measures to protect your Device (for example, updating software). Quadro may delete your data and reset your device to factory settings in certain circumstances. If you have concerns about unauthorized person ordering 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 (including authorized users) up-to-date.



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22. How do I use my Quadro Services responsibly?

You are responsible for using the Quadro Services in a legal and sensible manner. Quadro/Bell monitors usage on our networks to maintain the continuous, efficient operation of the Quadro/Bell Services and, where necessary, enforces the rules contained in the Responsible Use Policy. You must comply with Responsible Use Policy and all applicable laws when using the Quadro Services, including your safe use of Device and Quadro reminds you that it is illegal and unsafe to drive while using your Device unless you are using hands-free capabilities. We also recommend using the hands-free mode in any situation where you may be distracted (such as biking or walking with your Device). Quadro may, but is not required to monitor (electronically or otherwise) or investigate your use of Quadro/Bell Services and networks, including Device location, network consumption (and how it affects operation and efficiency of the network and Quadro Services), use of Quadro Content (as defined in Section 25 or your content. Quadro/Bell may disclose any information necessary to satisfy any law, regulation, governmental or other lawful request for any applicable jurisdiction or as necessary to operate and optimize Quadro/ Bell services and to protect itself or others and ensure Services are not being used contrary to the Responsible Use Policy.

CONTENT:

23. Am I responsible for content that I provide in connection with Quadro 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 Quadro Services, including data, documents, videos, music, photos etc.. Quadro is not liable for the unauthorized use or distribution of this content (including third-party content).

24. Can Quadro/Bell use my content?

Only as required to provide the Quadro/Bell Services. Quadro/Bell may use, copy, adapt, transmit, display, publish, perform and distribute your content. You acknowledge that Quadro/Bell 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 Quadro/Bell), or if the applicable Service is modified or terminated, Quadro may delete it without notice to you.

25. Does Quadro provide its own content?

Quadro/Bell may provide its own content as part of certain Quadro/Bell Services, including programming packages and subscriptions, pay-per-view, on demand and interactive services, applications, a la carte programming and other related services that Quadro/Bell provides to you (Bell Content).

26. Is the Programming I subscribe to always available?

No. All Programming 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. Quadro will not refund Charges or credit you for any interruptions (including blackout periods) in your enjoyment of Quadro/Bell content or any other content.

27. Can I redistribute the Programming I subscribe to? No. Programming may not be redistributed, rebroadcast, transmitted or performed in any form, and no admission may be charged or any other consideration received by or for your benefit from any third party in return for allowing such third party to listen to or view any Programming provided by or through Quadro/Bell.

Your Device:

28. What happens if I want to upgrade my Device?

You will need to speak with a Customer Service Representative to determine whether you are eligible for a hardware upgrade. You will be required to enter into a new Agreement with Quadro at the time of the Device upgrade. Early upgrade Fees may apply. Discounted Device upgrade offers are made available in Quadro's sole discretion, and may be withdrawn at any time.

29. What happens to my content if I upgrade, trade in or 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 support.bell.ca to find out how. If you upgrade or replace your Device, Quadro may not be able to transfer your content. If your content is important to you, then ask whether the content can be transferred.

30. How does Quadro/Bell install required updates on my Device?

When you accept this agreement, you agree to Quadro installing, modifying or removing software on your device (which may include applications, features and setting 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.



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31. What is Quadro return policy?

It depends on whether we are providing you with Postpaid or Prepaid Services:

- a) **Postpaid:** if you purchase a Device From Quadro which does not meet your needs, you may return your Device (up to 2 Devices per subscriber on your account) if the Device is : (a) returned within 15 calendar days of the start date; (b) in "like new" condition with original packaging, manuals and accessories: and (c) returned with original receipt to the store of purchased online or by phone. You are responsible for all Charges incurred prior to your return of the Device. Quadro will not accept Devices with excessive usage in violation of our Responsible Use Policy. 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 dates.
- b) **Prepaid:** if you purchase a Device from Quadro 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) in "like new" condition with original packaging, manuals and accessories: and (c) returned with original receipt to the store of purchased online or by phone: (d) has not exceeded 30 minutes of voice usage or 50mb 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 dates. Funds added to your account are non-refundable.

32. 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. You may notify Quadro by calling 519-229-8933 or Toll Free: 1-800-265-4983. Outside of Quadro business hours you may notify us of a lost or stolen device by leaving us a telephone message or emailing customer.care@quadro.net . If you report your Device as lost or stolen, and Quadro 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. What happens with your Charges or account balance depends on whether your Services with Quadro are on a Postpaid or Prepaid Rate Plan, as set out below:

- a) **Postpaid:** You must pay (i) all Charges and Fees, plus applicable taxes, incurred up until such time as we receive your notice that the Device was lost or stolen; and (ii) either your minimum monthly Rate Plan Charge (if you continue this Agreement) ("**Minimum Monthly Charge**") or the applicable Cancellation Fee (if you cancel this Agreement).
- b) **Prepaid:** In order to ensure that your future Prepaid funds are not compromised, we will suspend your recurring Charges and any automatic "Top Up" program that you participate in (as further described in **Section 31**) once you notify us that your Device was lost or stolen. However, the Active Period (as further described in **Section 32**) applicable to your existing Prepaid funds continues to run when the Device is lost or stolen. Accordingly, you must continue to manually Top Up your Prepaid account within 7 calendar days of the end of the active period applicable to the Prepaid funds in your account to maintain your existing Prepaid account balance. Funds added to your account are non-refundable (including for suspended or deactivated accounts).

33. 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 support.bell.ca. See **Section 43** if your Device is covered by a manufacturer's warranty and needs to be repaired. If you give your Device to Quadro for repair, you are responsible for backing up any personal information and content contained on the Device which you want to preserve and then deleting it (by resetting your Device to factory settings) prior to giving your Device to Quadro.

34. Will I receive a loaner Device while my Device is being repaired?

If the Device was purchased as part of this Agreement and either the Device is within the manufacturer's warranty period, you will be provided with a loaner device (along with related accessories) ("**Loaner Device**") for free, if we have one available. If Quadro is unable to provide you with a Loaner Device and you would otherwise have to pay a Cancellation Fee to avoid paying for Services during this time, then your Services will be suspended and you will not be charged for your Services while your Device is being repaired. If your Device is being repaired by Quadro and it is not covered by the manufacturer's warranty, then you may be charged a Fee plus applicable taxes for the Loaner Device.

35. What do I do with my Loaner Device once my Device is repaired?

Simply return it to a Quadro location. Please remember that you must delete any personal information and content the Device contains (by resetting it to factory settings) prior to returning the device to Quadro.



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36. What if I lose, damage or fail to return the Loaner Device? You're responsible for the Loaner Device. If you don't return the Loaner Device in good working order and without visible defects or damage, then you may be charged a Fee to replace the Loaner Device without further notice. This Fee may be paid either in-store or, in some circumstances, applied to your account.

Billing and Payment:

37. How does Quadro bill me for Quadro Services?

Your billing arrangement depends on whether we are providing you with Prepaid or Postpaid Services. You must pay all Charges, plus applicable Fees and taxes.

a) **Postpaid:** If we are providing you with Postpaid Services, you will be billed monthly in advance. Your account will be assigned a billing date ("**Billing Date**"). On your first bill there will be Charges for any Services which were provided between your start date and Billing Date, so the total monthly Charges on your first bill may be different from the amount shown on your Critical Information Summary. Your bill will include Charges for your Rate Plan, your Add-ons and your Pay-Per-Use Services, Additional Usage Charges and any additional Fees, plus applicable taxes. Your bill is payable on receipt. Make sure you pay on time because all amounts owing which are not paid by you or received by Quadro by your next Billing Date are overdue and you will be charged and must pay interest at the rate of **1.25%** per month (**16.08%** per year) ("**Late Payment Charges**") on all overdue amounts calculated and compounded monthly from the Billing Date.

b) **Prepaid:** If we are providing you with Prepaid Services, you will not receive a monthly bill. You must maintain a positive balance of funds in your Prepaid account in order to use the Services. To add funds to your account, you must "**Top Up**". Taxes are extra. Prepaid funds are valid for a specified number of days starting from the time on the day they are added to your account ("**Active Period**"). Unused funds will expire at the end of the Active Period. Expired Prepaid funds will be restored if you Top Up your account within **7** calendar days of their expiry. If you Top Up your account before your existing Prepaid funds expire (or are used up), then your Top Up will be added to your existing Prepaid funds and the Active Period for the Top Up will apply to the combined amount of Prepaid funds. Prepaid funds are non-refundable. Any Prepaid funds which are added to your account on a promotional basis will expire at the end of the Active Period and are not restored by Top Up. Any included but unused minutes, text messages or data in Prepaid Rate Plans or Add-ons will not carry over beyond the applicable Rate Plan or Add-on period. If you use an automatic Top Up program to add funds to your Prepaid account, the funds may take up to **48** hours to be deposited into your account. You cannot transfer any funds deposited into your Prepaid account to another account.

38. How can I pay for Quadro Services?

It depends on whether we are providing you with Prepaid or Postpaid Services. Quadro may also have specific payment method requirements. Please contact a Quadro Customer Service Representative for further information.

a) **Postpaid:** You can pay your bill online through your bank account, by cheque (through the mail) or by credit card, unless otherwise advised. You may also set up a pre-authorized payment plan (which may be required to obtain certain Services). If you provide a credit card or bank account (or other pre-authorized payment method) to Quadro for your monthly payments, you authorize Quadro to charge your credit card or debit/charge your account for all outstanding Charges, additional Fees, applicable taxes and account balances due under this Agreement, including any applicable Late Payment Charges and Cancellation Fees (as defined in **Sections 31** and **48** respectively). You confirm that the credit card or bank account from which you have authorized payment is in your name, is valid and has not expired. Your current and authorized credit card information appears on your Customer account profile with Quadro and your current authorized bank account information is on your Preauthorized Debit Authorization form. Quadro may charge your account a Fee plus applicable taxes if your payment is refused by your financial institution for insufficient funds to the extent permitted by law. This Fee is to offset costs incurred by Quadro.

b) **Prepaid:** You have a variety of options to Top Up your Prepaid funds. You can Top Up with your credit card or a prepaid card, or participate in a monthly Top Up program with a pre-authorized credit or debit card, or pre-authorize your credit card and do one-time Top Ups with your assigned personal identification number. Please speak with a Customer Service Representative for details.

39. Will Quadro ever require an immediate interim payment?

Sure. If we notice usage inconsistent with your normal usage pattern, for example, Quadro may require you to pay certain amounts owing on an immediate interim basis, and in advance of your next Billing Date. If this happens, you must pay these amounts on or before the required payment date to avoid suspension or termination of your Quadro Services. If your account is subject to a credit limit, you must ensure your usage Charges and Fees (both billed and unbilled) remain below your assigned credit limit to avoid suspension of your Services.

40. How do I correct a payment error?

To correct any payment made by you 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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41. Is a consolidated bill available if I subscribe to Quadro Home phone, Internet or TV as well as Mobility Services?

By entering into this Agreement, you agree to receive one bill for all Quadro Services. If you require a separate bill for your mobility services please speak with a Customer Service Representative to discuss your options.

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

You have to contact us within **90** days of either the Billing Date (for Postpaid Services) or the date the Charges and Fees were incurred (for Prepaid Services) otherwise we assume you accepted them. Any Charges or Fees you are questioning will not be considered past due unless Quadro has conducted an investigation and concluded that the Charges or Fees are correct and there is no basis for the dispute, or reasonably believes you are using the dispute to evade or delay payment. All undisputed portions of the applicable Charges and Fees and applicable taxes must be paid by the required payment date. Any undisputed and unpaid amount will be considered past due and you will be charged, and must pay, the applicable Late Payment Charge. If you are entitled to a credit from Quadro, you confirm that you have made no separate claim for a refund for the same amount from a financial institution. Quadro will apply any credits due to you from Quadro against future Charges and Fees payable.

43. How do discounts or promotions work?

Quadro will apply any discounts, incentives or promotions to your account while: **(a)** Quadro maintains these discounts, incentives, or promotions; and **(b)** you meet the applicable eligibility requirements. Quadro may change any discounts, incentives or promotions and their eligibility requirements at any time. Discounts, incentives and promotions may take more than one billing cycle to be applied and appear on your bill and will not be applied retroactively. Please note, promotional pricing will not apply to partial billing periods (this means, for example, if a Quadro service is cancelled in the middle of a billing period. You will not receive promotional pricing for that partial billing period).

44. Why does Quadro charge a government 9-1-1 Fee?

Quadro does not provide emergency services, but does provide a 9-1-1 Service to assist with emergency call routing (as described earlier). In addition to any 9-1-1 Service Fee Quadro may charge you itself for providing emergency call routing, Quadro 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**"). You agree to pay any applicable mandatory Government 9-1-1 Fees. Visit bell.ca/e911 for details. See **Section 5** for limitations that apply to Quadro/Bell's emergency call routing 9-1-1 Service.

45. Does Quadro require a security deposit?

Quadro may require a security deposit and will provide you with the reason for requiring a deposit. Deposits will earn simple interest based on a rate of **1%** above the Bank of Canada's Target for the Overnight Rate in effect, calculated monthly on the last day of your monthly billing cycle, prorated for any partial month Quadro holds the security deposit. When the Quadro Services are cancelled or the conditions justifying the security deposit no longer apply (typically when you make six (**6**) consecutive monthly bill payments in full and on time), Quadro will apply the security deposit and any earned interest against any outstanding amount owing, then refund you the balance of the deposit, if any, within **30** calendar days. Accounts with multiple subscribers will have the security deposit refunded on the earlier of when all subscribers on the account have cancelled Services or after six months from the last subscriber being added to the account and the account remaining in good standing.



TERMS OF SERVICE

Warranties and Limitation of Liability:

46. Are there any warranties on the Quadro Services?

To the extent permitted by applicable law, Quadro 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 Quadro Services and does not guarantee that communications are private or secure. Quadro assumes no liability for any claims, damages, losses or expenses arising out of or otherwise relating to the (i) unavailability of any Quadro Services, and (ii) any changes to the networks or geographical coverage areas (both in and out of Canada).

47. Are there any warranties on Devices that I purchase from Quadro?

Quadro is not the manufacturer of your Device. Your Device purchased from Quadro 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 may have a longer 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. For repairs to an iPhone Device covered by the manufacturer's warranty, contact Quadro at 1-800-265-4983. For all other Devices covered by the manufacturer's warranty, bring your Device to a designated Quadro location. If your Device is not covered by a manufacturer's warranty, Quadro may, but is not required to, arrange with the manufacturer on your behalf to repair an out-of-warranty Device and may charge you Fees plus applicable taxes for such repair Services, which you will be advised of before being charged. Quadro disclaims any other representations, warranties, and conditions, express, implied or statutory, except to the extent that this disclaimer is expressly prohibited by any law that applies to Quadro.

48. How does Quadro limit its liability?

To the extent permitted by applicable law, Quadro'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 payable by you during any Service outage. Other than the above-mentioned payment and to the extent permitted by applicable law, Quadro is not responsible to anyone for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages. This limitation of liability does not apply to damages resulting from physical injuries, death or physical damage to your property wholly caused by Quadro's gross negligence.

49. Are there any circumstances when Quadro/Bell has no liability at all?

In addition to the circumstances described elsewhere in this Agreement where Quadro has already stated it is not responsible for any claims, losses, damages or expenses, to the extent permitted by applicable law, Quadro is not responsible for any claims, losses, damages or expenses relating to the distribution of content (including Bell content) by third parties. More generally, to the extent permitted by applicable law, Quadro is not responsible for failing to meet obligations due to causes beyond its reasonable control, including those involving us and our companies): (b) pandemic, war, terrorism, and civil insurrection: (c) any law, order, regulation or direction of any government; (d) failure of the public power grid; (d) 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 Quadro doesn't directly serve; or (h) acts of nature and all other force majeure events.



TERMS OF SERVICE

CHANGES TO YOUR AGREEMENT:

50. Can Quadro make changes to this Agreement or the Quadro Services?

Yes. By giving you at least **30** (but no more than 90 days) calendar days' prior notice to the date of change, Quadro may change: (a) your Prepaid Services and associated Charges; (b) Quadro Services which are provided to you without a set term (including Add-ons) and Pay-Per-Use Service) and associated Charges; and (c) Fees, provided that prior to the end of your Commitment Period (if any), Quadro will not change the Data Feature included on your account. Such changes may include the modification or termination of a Service; Quadro may only change other Quadro Services and their associated charges in accordance with applicable law. Quadro will give you notice in writing, using a reasonable method to bring it to your attention, such as on a Quadro bill, by email or by 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.

51. 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 Quadro Service or the Agreement (see section 53). Subject to Quadro's right to make these changes, no other statements (written or verbal) will change this Agreement.

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

You may not make any changes to these Terms of Service. However, depending on the Quadro/Bell Service you subscribe to and your Rate Plan details, you may be able to add or remove certain Services, subject to **Section 15**. You will need to check your Service details to see if additional Fees or Charges may apply.

ENDING YOUR AGREEMENT:

53. How do I cancel my Services?

We'll be sorry to see you go, but if you need to, you may contact Quadro to cancel some or all of your Quadro Services. Cancellation is effective the date Quadro receives your cancellation notice (or the date you request the cancellation to take effect) ("**Cancellation Date**") and you will be charged and must pay the applicable Charges, Fees and taxes up until the Cancellation Date. If you have a credit owed to you for over \$5 after your Postpaid account is closed, a cheque will be mailed to the mailing address listed on the account automatically. SIM Cards will be deactivated and may not be reactivated. If you have a Postpaid account, you must contact your financial institution to cancel any pre-authorized debit and credit card authorizations relating to your account. If you have a Prepaid account and use an automatic Top Up program to add funds to your account, please contact us to cancel the automatic Top Up.

54. Will I be charged a Cancellation Fee if I cancel my Services?

That depends. If you cancel a Quadro Service that is subject to a Commitment Period prior to the end date, you must pay Quadro a Cancellation Fee. The Cancellation Fee may be either: **(a)** the remaining balance outstanding on your Device discount (or, for Device Payment Customers, the sum of the remaining Monthly Device Payments) at the time of cancellation, as determined in accordance with the "Early Cancellation Fee" section shown on your Critical Information Summary (Cancellation Fee), plus any applicable taxes. If you have no remaining Device balance (or, the Device Payment Customers, remaining Monthly Device Payments) outstanding and your agreement has no set term (or you have a prepaid account), you will not be charged a cancellation fee. The cancellation fee is not a penalty.

55. Can Quadro disconnect my Services for non-payment?

Quadro may disconnect any Quadro Service or terminate this Agreement if: **(a)** you fail to pay an account that is past due, provided the amount owing exceeds **\$50.00** or has been past due for more than two months; **(b)** you fail to provide or maintain a reasonable security deposit or alternative as requested by Quadro; or **(c)** you have previously agreed to a deferred payment plan with Quadro and you fail to comply with its terms. If Quadro is about to disconnect your Service, you will be provided with a minimum of **14** calendar days' notice prior to disconnection, and that notice will let you know **(i)** the reason for the disconnection and amount owing; **(ii)** the scheduled disconnection date; **(iii)** information on the availability of deferred payment plans; **(iv)** the amount of the reconnection charge (if applicable); and **(v)** contact information for a Quadro representative who can speak with you about the disconnection. Quadro will attempt to notify you at least **24** hours in advance of your scheduled disconnection unless repeated attempts to contact you have failed. Disconnection will always occur on weekdays between 8:30 a.m. and 4:30 p.m. or on weekends between 9 a.m. and 5 p.m. (unless the weekday or weekend day precedes a statutory holiday, in which case disconnection may not occur after noon) in your province or territory of residence. See **Section 42** if you dispute any Fees that are past due.



TERMS OF SERVICE

56. Are there other circumstances when Quadro may suspend or disconnect my Services?

Yes. To the extent permitted by applicable law. Quadro can cancel any Service or this agreement upon a minimum of 30 days prior written notice to you, including where Quadro/Bell ceases to offer a Service to which you subscribe. Additionally Quadro can without notice and for cause, suspend. Cancel or refuse to provide Quadro Services to you (including blocking numbers and area codes), or disable your Device. Cause included (a) Quadro would have to incur unanticipated, unaccounted for, unusual or unreasonable expenses to provide any Quadro/Bell Service or third party service (such as certain conference services or services to high-cost areas); (b) Quadro has a reasonable suspicion that fraudulent or other illegal activity has occurred or is likely to occur; (c) if your Prepaid account remains at \$0 for 120 calendar days (or other applicable period) (note you will also lose your mobile number and other identifiers); (d) your failure to comply with any part of the agreement, including the responsible use policy;(e)your use of Quadro Services is not consistent with your ordinary usage patterns.

57. Will I be charged a Cancellation Fee if Quadro disconnects my Services?

If Quadro cancels your Quadro/Bell Services for cause, a Cancellation Fee plus applicable taxes will be charged to your account.

58. Do I still have to pay Quadro if my Services are suspended?

Unless you are told otherwise (for example, in circumstances set out in **Section 38**), you are responsible to pay for Quadro/Bell Services even while they are suspended. If your Quadro/Bell Services are suspended and the reason for suspension has not been resolved within **14** calendar days from the suspension date, Quadro/Bell may cancel your Quadro/Bell Services. If you wish to resume your subscription to any Quadro Service, you must pay the applicable (re)connection Fee as set by Quadro, plus applicable taxes. Quadro is not responsible for notifying any third-party providers of services, merchandise or information of the termination of the Quadro/Bell Services or this Agreement.

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

Yes. Right and obligations which by their nature continue beyond termination will continue to survive and remain in effect after the applicable Quadro/Bell Service or Agreement has been cancelled. The following sections will continue to survive: Section 37-45 (Billing and Payment) sections 46-49 and 64-69 (Warranties and Limitation of Liability) this section 59 and the agreement page.

60. What if parts of this Agreement become unenforceable?

If any part of this Agreement becomes unenforceable, the remaining parts will continue to apply to you and Quadro/Bell. Remember that even if Quadro/Bell decides not to enforce any part of this Agreement for any period of time, that part still remains valid and Quadro/Bell can enforce it in the future.

61. What laws apply to this Agreement?

Bell and Quadro are federally regulated. This Agreement is governed by the federal laws and regulations of Canada, including the Canadian Radio-television and Telecommunications Commission's *Wireless Code of Conduct* which sets out the basic rights of all wireless customers and can be found at crtc.gc.ca, along with additional helpful information.

62. What if I have a complaint that Quadro hasn't been able to resolve?

If you have a complaint that Quadro's Customer service department (contact information listed below) has been unable to resolve to your satisfaction, you can contact the Commissioner for Complaints for Telecommunications 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.

63. Can this Agreement be transferred?

Quadro/Bell may transfer or assign all or part of this Agreement (including any rights in accounts receivable) at any time without prior notice or your consent. You may not transfer or assign this Agreement, your account or the Quadro/Bell Service without Quadro/Bell's prior written consent.

64. Is this Agreement available in alternative formats?

Yes. You can request alternative formats through Quadro/Bell's Accessibility services by calling Quadro at 519-229-8933 or Toll Free at 1-800-265-4983.



TERMS OF SERVICE

65. What if I prefer this Agreement to be in another language? If you prefer this agreement in another language please contact Quadro by calling Quadro at 519-229-8933 or Toll Free at 1-800-265-4983.

CONTACT INFORMATION:

We're here to help.

If you have any questions about your Quadro/Bell Mobility Service or your Agreement, we'd be happy to help.

Contact us anytime:

By calling 519-229-8933 or Toll Free: 1-800-265-4983.

For office hours and Quadro locations please visit www.quadro.net.

Our mailing address is:

1845 Road 165, P.O. Box 101, Kirkton, ON N0K 1K0.



TERMS OF SERVICE

RESPONSIBLE USE OF QUADRO/BELL SERVICES

Are there any rules regarding my use of Quadro service, the Quadro/Bell networks or my Device?

Yes. Quadro/Bell encourages all of its Customers to use the Quadro/Bell Services responsibly. Abuse or misuse of Quadro/Bell Services, the Bell networks, or Devices impacts all Customers and is something Quadro/Bell takes very seriously – **and which could result in the termination of your Agreement with Quadro/Bell, or lead to criminal or civil charges.** Quadro/Bell 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 Quadro/Bell 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 Quadro/Bell 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 Quadro/Bell 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 Quadro/Bell Services;
- (c) enabling, facilitating or permitting the transmission of unsolicited messages such as spamming or phishing. Quadro/Bell may (i) filter any message determined by Quadro/Bell 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 e-mail;
- (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 any Quadro/Bell Service for the purpose of reselling, remarketing, transferring, sharing or receiving any charge or other benefit for the use of any Quadro/Bell Service, or for continuous data transmission or broadcasts (including multi-media streaming, automatic data feeds, automated machine to machine connections or peer-to-peer file sharing, voice over Internet protocol or any other application that is not made available to you by Bell which uses excessive network capacity), or to provide a substitute or back-up for private lines or dedicated data connections such as DSL and/or to operate any server system. If you engage in any of these activities you will pay in full all charges billed to you at a rate which will be the greater of the in-market rate or \$30 per megabyte plus applicable taxes, regardless of the total amount due;
- (f) attempting to receive any Quadro/Bell 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 Quadro/Bell or a Bell company, attempting to bypass Bell's network, or rearranging, disconnecting, removing, repairing or otherwise interfering with Quadro/Bell Services, Quadro/Bell Equipment or Quadro/Bell's facilities;
- (g) Excessive use of Quadro/Bell Services. Quadro/Bell considers that data usage in excess of **25GB** per billing cycle is disproportionate and excessive for network management purposes. Customers whose wireless usage exceeds this threshold may, in Quadro/Bell's sole discretion, have their Services suspended, disconnected, changed or restricted, including having data speeds reduced to as low as **16 kbps**;
- (h) adapting, reproducing, translating, modifying, decompiling, disassembling, reverse engineering or otherwise interfering with any software, applications or programs used in connection with Quadro/Bell Services (whether owned by or used under license to Quadro/Bell) 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 Quadro/Bell Services or using any indemnity or intellectual property except for the express purpose for which such intellectual property is made available to you through Quadro/Bell Services;
- (i) 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
- (j) using harassing or abusive language or actions, whether verbal, written or otherwise, directed at Quadro employees, suppliers, agents and representatives.

Effective: 05/07/2018



TERMS OF SERVICE

RESPONSIBLE USE OF QUADRO/BELL SERVICES

Quadro and Bell have long been committed to maintaining the accuracy, confidentiality, security and privacy of your information, earning Bell a reputation as a leader in the protection of Customer privacy. To continue to earn your trust, we want to keep you up-to-date on your rights as our Customer and on how the Quadro/Bell companies use and safeguard your personal information.

Please note on behalf of Quadro Communications Co-operative Inc. Bell's privacy policy applies to Quadro's mobility services.

1. What is Bell's Privacy Policy and where can I find it?

You can get a copy of Bell's Privacy Policy online at: bell.ca/privacy.

2. What is Quadro Privacy Policy and where can I find it? You can get a copy of Quadro's Privacy Policy online at: www.quadro.net/quadro-legal

Any time you do business with any of these companies, or with anyone acting as our agent (Quadro), you are protected by the rights and safeguards contained in the Privacy Policies.

The Privacy Policies applies to your Personal Information. Personal information can include:

- Your name, address and phone number(s).
- Other information about the Quadro/Bell product(s) that you subscribe to, such as calling features or Bell TV programming.
- Your service usage such as wireless calls records, long distance usage or Internet surfing habits.
- Account information such as the status of your account or your method of payment.

3. How and why does Quadro/Bell collect personal information?

We collect information during the application process, when communicating or transacting business with you, when you browse the Internet using your device, laptop, computer or TV, and when providing you with service. Occasionally we collect information about you from third parties, such as credit reporting agencies for credit checks.

We collect information to:

- Establish and maintain a responsible commercial relationship with you. For example, we may collect information to confirm your identity or to establish creditworthiness.
- Understand your needs and preferences to recommend relevant offers, products, services and bundled discounts on behalf of Bell and its affiliates (Quadro) and third-party marketing partners.
- Understand who the people are that use our products and services, how they use them, and how we can improve them.
- Manage and develop Quadro/ Bell's business and operations. For example, we monitor usage volumes in order to plan and provision our communications networks. We also track product sales to determine the success of features, promotions and pricing.
- Meet legal and regulatory requirements. For example, we may be required to collect information by a court order or to demonstrate compliance with a CRTC requirement.

Your personal information will not be used for any other purpose without your consent.

4. Questions or concerns about your privacy?

We'd be happy to discuss any questions or concerns you may have about your privacy. If you have questions of concerns about your privacy please contact Quadro Communications Co-operative Inc. and a Customer Service Representative will contact Bell on your behalf.