



## Freedom Phone Protection Plan Terms & Conditions and Fee Schedule

The **Freedom Phone Protection Plan** is offered by Freedom Mobile as part of the Phone Protection Plan (which contains other support features subject to their own terms and conditions). See Your Freedom Phone Protection Plan materials, including Your brochure or the program welcome letter You received when You joined the program, for further details on the program. Asurion is the administrator of the Freedom Phone Protection Plan – enrolled customers should contact Asurion at 1-877-632-0463 for replacement service requests.

**1. Monthly Fee.** The monthly fee for the Freedom Phone Protection Plan is **\$9.00** for all devices, plus applicable taxes.

**2. Replacement/Repair Service Fees.** In the event of a service request, a replacement or repair service fee plus tax will be due to complete Your service request and obtain a replacement device. The Replacement Service Fees are as follows: For Tier 1 devices, **\$39.00**; for Tier 2 devices, **\$99.00**; for Tier 3 devices, **\$129.00**; and for **Tier 4 devices, \$229**; all replacement service fees are based on the type of device You have covered in the program. The Repair Service Fee for all eligible devices will be **\$99**, plus applicable taxes. For a complete list of devices by Tier and their applicable replacement service fees, ask a Freedom Mobile sales representative or visit [www.phoneclaim.com/FreedomMobile](http://www.phoneclaim.com/FreedomMobile).

**3. Non-Returned Equipment Fee.** If You fail to return a damaged or malfunctioning device for which You submitted a service request and received a replacement, You will be charged a fee. For Tier 1 devices, the non-return fee is up to **\$50.00**; for Tier 2 devices, the non-return fee is up to **\$150.00**; for Tier 3 devices, the non-return fee is up to **\$400.00**; and for Tier 4 devices, the non-return fee is up to **\$600.00**. For a complete list of devices by Tier, ask a sales representative or visit [www.phoneclaim.com/FreedomMobile](http://www.phoneclaim.com/FreedomMobile).

**4. Freedom Phone Protection Plan Contract.** These terms and conditions together with the applicable portion of Your monthly bill (“**Bill**”) from Freedom Mobile, the program welcome letter, and the current list of Eligible Wireless Products and their tiers govern the Freedom Phone Protection Plan and constitute Our contract with You (hereinafter the “**Freedom Phone Protection Plan**” or “**Contract**”). Please keep a copy of these documents for future reference. This Contract and Your Freedom Mobile Service Agreement with Freedom Mobile are, and shall remain, separate agreements, but in order to maintain service under this Contract, You must also maintain Your wireless service with Freedom Mobile in good standing and be financially current on Your Freedom Mobile account. The Freedom Phone Protection Plan is not eligible to participate in any service credit programs offered by Freedom Mobile from time to time unless specifically stated. If any portion of this Contract is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Contract. Your Freedom Mobile wireless device number for the Covered Equipment is Your Contract number. This Contract is purchased in and governed by the laws of the Province identified in Your billing address in the records of Freedom Mobile and the federal laws of Canada applicable therein. You may cancel the Freedom Phone Protection Plan at any time without penalty or obligation for future monthly fees.

**5. Definitions. (1) “Covered Accessory(ies)”** means the following Accessories used with the Eligible Wireless Product: one standard battery (attached to wireless device) and one standard charger. One SD memory card and one SIM card, each as standard for the device, are also covered. **(2) “Covered Equipment”** means the Eligible Wireless Product owned or leased by You and activated on the Freedom Mobile network and for which airtime has been logged after enrollment into the Freedom Phone Protection Plan. Covered Equipment is limited to one Eligible Wireless Product and applicable Covered Accessory per replacement. The International Manufacturer’s Equipment Identification (IMEI), Electronic Serial Number (ESN), or Mobile Equipment ID (MEID) of the Eligible Wireless Product associated with Your account in the record of Freedom Mobile at the time Your coverage initially becomes effective and for which airtime has been logged indicates the Eligible Wireless Product to be considered Covered Equipment

unless You have used a different Eligible Wireless Product on Your mobile number immediately prior to the time of Failure, in which case the Covered Equipment is the Eligible Wireless Product (i) which You have used on Your mobile number immediately prior to the time of Failure; and (ii) for which You have provided a proof of purchase or lease to Us. **(3) The “Freedom Phone Protection Plan”** means the service warranty program described in this Contract. **(4) “Effective Date”** means the date Your request for enrollment is received by Us or Our authorized representative according to our records. **(5) “Eligible Wireless Product(s)”** means the wireless devices that We have designated as eligible for coverage or repair under the Freedom Phone Protection Plan Contract and are set forth by Us in the list of Eligible Wireless Products, along with the applicable Tier for each Eligible Wireless Product, which can be found at [www.phoneclaim.com/FreedomMobile](http://www.phoneclaim.com/FreedomMobile), in Freedom Mobile stores, or by calling 1-877-632-0463. **(6) “Failure”** means (i) if You activated Your Freedom wireless service in Saskatchewan, Québec, or Newfoundland and Labrador, and in the usual and customary usage of the Covered Equipment, the Covered Equipment malfunctions or fails to operate due to a defect in parts or workmanship after the manufacturer’s warranty period has expired, or where the **Covered Equipment has suffered accidental or liquid damage**; or (ii) **if You activated Your Freedom wireless service in any other province, and in the usual and customary usage of the Covered Equipment, the Covered Equipment malfunctions or fails to operate due to a defect in parts or workmanship after the manufacturer’s warranty period has expired, or where the device suffers accidental damage, including but not limited to cracked screen or liquid damage.** **(7) “Replacement Equipment”** means a wireless device of like kind and quality with features and functionality comparable to, as determined in Our sole discretion, the Covered Equipment which We provide to You in the event of a Failure of the Covered Equipment. **(8) “Freedom Mobile”** means Globalive Wireless Management Corp. dba Freedom Mobile, with its principal place of business located at 207 Queen’s Quay West, Suite 710, Toronto, ON M5J 1A7, and its successors and assigns. **(9) “We”, “Us”, and “Our”** mean Freedom Mobile, the company obligated under this Contract. **(10) “You” and “Your”** refer to the Freedom Mobile account holder who purchased this Contract.

**6. What Is Covered.** If the Covered Equipment suffers a Failure during the time this Contract is in effect, We will repair or replace the Covered Equipment. If a Failure affects or involves a Covered Accessory in conjunction with the Failure of the Covered Equipment, or if the Covered Equipment is replaced with a different model, We will also replace the Covered Accessory(ies). Failures due to defects in material and workmanship during the term of the manufacturer’s warranty period are not covered under this Contract; such repair or replacement needs should be submitted through the Freedom Mobile Warranty and Repair program. Covered Equipment will be repaired or replaced with a wireless device of like kind and quality with features and functionality comparable to those of the Covered Equipment. THERE IS NO ASSURANCE, REPRESENTATION, OR WARRANTY THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL TO OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. REPLACEMENT EQUIPMENT WILL BE NEW OR REFURBISHED, IN OUR SOLE DISCRETION. The Replacement Equipment sent by Us to You immediately becomes the Covered Equipment. If We replace Your equipment under the Freedom Phone Protection Plan, We reserve the right to take possession and ownership of the claimed Covered Equipment upon which You submitted Your claim. You hereby assign to Us all rights and benefits of any manufacturer’s warranty or other ancillary coverage related to any Covered Equipment that We replace. In the event that Your Replacement or Repaired Equipment fails to function due to defects in parts or workmanship during its twelve **(12)** month warranty period, We will replace it at no cost to You. Such service will not be charged against Your twelve **(12)** month service limit under the Freedom Phone Protection Plan.

**7. Changes to the Freedom Phone Protection Plan and This Contract.** You agree to all the provisions of this Contract when You request enrollment in the Freedom Phone Protection Plan and/or pay for it. We may change the monthly charge for the Freedom Phone Protection Plan, the administration of this Contract, or this Contract’s terms and conditions from time to time upon at least thirty **(30)** days’ written notice to You. Such notice may be provided in a Bill insert, as a message printed on Your Bill, by email, in a separate mailing, or by any other reasonable method, at Our discretion. Your continued use of the Freedom Phone Protection Plan and payment of the applicable charges, after the effective date of any notice of change to the Freedom Phone Protection Plan, constitutes Your acceptance of the change(s). You may refuse the change(s) and the amendment to the Freedom Phone Protection Plan terms and cancel this Contract without cost or penalty by sending Us a notice to that effect any time prior to the date the change becomes effective.

**8. Contract Service Period.** Your service benefits under this Contract begin on the Effective Date and continue month to month until terminated by You or by Us in accordance with the Cancellation section (Section 15) of this Contract and subject to the Service Limits section (Section 12) of this Contract as detailed below.

**9. Charges.** You agree to pay the monthly fees for participating in the Freedom Phone Protection Plan as shown on Your Freedom Mobile Bill each month when invoiced by Freedom Mobile in accordance with Your monthly Freedom Mobile wireless service invoice. Applicable replacement service fees, non-covered failure charges, shipping and restocking charges, taxes, and regulatory surcharges and assessments, if any, may apply prior to Our providing Replacement Equipment. Charges and/or additional fees may be found at [www.phoneclaim.com/FreedomMobile](http://www.phoneclaim.com/FreedomMobile). If You change Your device, Freedom will automatically update Your applicable monthly fee. For a complete list of devices by Tier and their applicable monthly fees, visit [www.phoneclaim.com/FreedomMobile](http://www.phoneclaim.com/FreedomMobile).

**10. To Obtain Service.** In the event of a Failure of Covered Equipment, You may file a service request by calling 1-877-632-0463. YOU MUST FILE THE SERVICE REQUEST WITHIN THIRTY (30) DAYS OF THE FAILURE. If Your service request is approved, We will ship the Replacement Equipment for next business day delivery, where and when available. If your device is eligible for Repair, service will be provided as soon as the same day, where and when available. WE MAY REQUIRE, AS A CONDITION OF APPROVAL OF YOUR SERVICE REQUEST, THAT YOU PROVIDE PROOF OF PURCHASE OR LEASE FOR THE COVERED EQUIPMENT AND/OR YOUR GOVERNMENT-ISSUED PHOTO I.D. OR OTHER DOCUMENTATION OR INFORMATION AS REASONABLY NECESSARY TO ESTABLISH YOUR RIGHT TO SERVICE. We also retain the right to inspect the Covered Equipment as a condition of approval of Your service request.

**11. Collection of Replacement Service Fee.** The nonrefundable replacement service fee, determined by the Tier of Your Covered Equipment as outlined above, plus any applicable taxes, applies to each approved replacement. The replacement or repair service fee will be collected from You prior to providing replacement equipment. The replacement or repair service fee does not apply to Replacement or Repaired Equipment that suffers from defects in parts or workmanship during the first twelve (12) months after You receive such Replacement or Repaired Equipment from Us.

**12. Service Limits – Twelve (12) Month and Per Service Request Limit.** We will cover the cost to replace or repair the Covered Equipment up to a maximum of **\$1700.00** per service request depending on Your Tier as outlined below. In addition, beginning on the Effective Date, the Freedom Phone Protection Plan Contract will cover up to, but not more than, two (2) replacements of Covered Equipment during any twelve (12) month period. We will forward a notice of cancellation of the Contract to You by mail, email, or fax at the time of the second replacement, and We will discontinue all monthly charges for the Freedom Phone Protection Plan Contract at such time. Service limit does not apply to replacement of Replacement or Repaired Equipment We send to You that suffers from defects in parts or workmanship during the first twelve (12) months after You receive such Replacement or Repaired Equipment from Us. The maximum amount of each service request is determined by Tier and is as follows: the per service request limit for Tier 1 is **\$200.00**; the per service request limit for Tier 2 is **\$400.00**; and the per service request limit for Tier 3 and Tier 4 is **\$1700.00**.

**13. Return of Covered Equipment After It Is Replaced and Applicable Non-Return Charge If It Is Not Returned.** Covered Equipment which is replaced by Us must be returned to Us at Our shipping expense in the return mailer included with Your Replacement Equipment within fifteen (15) days of Your receipt of the Replacement Equipment. The Covered Equipment We replace becomes the property of Freedom Mobile and You hereby assign to Us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any Covered Equipment that We replace. If We do not receive Your claimed equipment within fifteen (15) days, You will be charged a non-return equipment fee up to **\$600.00** plus any applicable taxes. The maximum amount of each non-return charge for failing to return claimed Covered Equipment which We have replaced is determined by Tier and is as follows: the maximum non-return fees are as follows: Tier 1 **\$50.00**, Tier 2 **\$150.00**; Tier 3 **\$400** and Tier 4 **\$600.00**.

**14. What Is Not Covered.** The Freedom Phone Protection Plan does not cover:

(1) Covered Equipment which is lost or stolen; (2) Incidental or consequential damages, unforeseen and unforeseeable damages at the time of this Contract, or indirect damages where the failure to perform the obligation does not result from Our intentional or gross negligence; (3) failures caused by war, revolution, acts of a public enemy or terrorist, labour difficulties (including, without limitation, strikes, slowdowns, picketing, and boycotts), civil commotion, embargo, acts of government, or military authority; (4) abuse, misuse, or intentional acts; (5) pre-existing Failures of the Covered Equipment occurring before the time it was established as the Covered Equipment; (6) changes or enhancement in color, texture, finish, expansion, or contraction, or any cosmetic damage to Covered Equipment however caused, including, but not limited to, scratches and marring, that do not affect the mechanical or electrical function of the Covered Equipment; or (7) Failure of the Covered Equipment caused by computer viruses or similar unauthorized intrusive codes or programming.

Further, Covered Equipment does not include and the Freedom Phone Protection Plan does not cover:

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

**15. Cancellation.** You may terminate this Contract at any time for any reason by calling Us at 1-877-946-3184. We may terminate this Contract immediately if You default on Your obligations. In Saskatchewan, Québec, or Newfoundland and Labrador, We may terminate this Contract for any other reason by notifying You in writing at least sixty (60) days prior to the effective date of cancellation, which notice shall state the effective date and grounds for cancellation. In all other provinces, We may terminate this Contract for any other reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation.

If You or We terminate this Contract, We will discontinue all monthly charges for the Freedom Phone Protection Plan. Any termination and cancellation of Your wireless service with Freedom Mobile for any reason constitutes cancellation of this Contract by You, subject to the terms and conditions of this Contract.

**16. Limits of Liability. Not applicable in Québec:** In the event of any error, omission, or failure by Us or Our agents or service providers with respect to the Freedom Phone Protection Plan Contract or the services provided by Us or Our agents or service providers hereunder, Our RESPONSIBILITY AND LIABILITY AND THAT OF OUR AGENTS OR SERVICE PROVIDERS SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE FREEDOM PHONE PROTECTION PLAN CONTRACT (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE FREEDOM PHONE PROTECTION PLAN CONTRACT). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS, OR FAILURE OF US OR OUR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL WE OR OUR AGENTS OR SERVICE PROVIDERS BE LIABLE FOR ECONOMIC LOSSES OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (EVEN IF WE OR OUR AGENTS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THE FREEDOM PHONE PROTECTION PLAN CONTRACT OR OUR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE UNDER THE FREEDOM PHONE PROTECTION PLAN CONTRACT, OR UNDER ANY PROVISION OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN CONTRACT, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS, OR WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, REGARDING THE FREEDOM PHONE PROTECTION PLAN CONTRACT AND SERVICES TO BE PROVIDED HEREUNDER BY US AND OUR AGENTS OR SERVICE PROVIDERS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

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

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

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