

Device Protection Plan Terms and Conditions

Fee Schedule:

- Monthly Fee: \$7 plus applicable taxes
- Replacement service fees: Equipment Tier 1 = \$40, Equipment Tier 2 = \$80, or
- Equipment Tier 3 = \$150 based on the type of device you have covered. (For a complete schedule of program costs, ask a sales rep or visit www.devicecare.telus.com)
- Non-Returned Equipment Fee: Equipment Tier 1 = \$75, Equipment Tier 2 = \$150, or Equipment Tier 3 = \$300 based on the type of device you have covered. (For a complete list of schedule of program costs, ask a sales rep or visit www.devicecare.telus.com)
- Non-Covered Service Fee: Equipment Tier 1 = \$75, Equipment Tier 2 = \$150, or Equipment Tier 3 = \$300 based on the type of device you have covered. (For a complete list of schedule of program costs, ask a sales rep or visit www.devicecare.telus.com)
- Shipping and Restocking Fee: \$15 (for return of non-covered equipment)

As used in this Contract, "We", "Us", and "Our" means TELUS, the company obligated under this Contract. "You" and "Your" refers to the TELUS account holder that purchased this Contract. This Contract is purchased in and governed by the laws of the Province identified in Your billing address in the records of TELUS and the federal laws of Canada applicable therein. You and We agree that this Contract will be drafted in English.

Device Protection Plan Contract. These contract terms and conditions together with Your monthly bill ("Bill") from TELUS, welcome letter, applicable Bill inserts, applicable payment provisions under Your TELUS service agreement, the current list of Eligible Wireless Products and their Equipment Tier, and applicable written communications from Us to You (the "Contract") govern the Plan, so You should keep this Contract for future reference. This Device Protection Plan Contract and Your wireless service agreement with TELUS are, and shall remain, separate agreements, but in order to maintain service under this Contract You must also maintain Your wireless service with TELUS. If any portion of this Contract is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Contract. Your TELUS wireless device number for the Covered Equipment is Your Contract number.

Definitions. (1) **"TELUS"** means TELUS Communications Company and its successors and assigns, with addresses at 200 Consilium Place, Suite 1600, Scarborough, Ontario M1H 3J3. (2) **"Covered Equipment"** means the Eligible Wireless Product owned or leased by you and actively registered on the TELUS network and for which airtime has been logged after enrollment into the 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 records of TELUS at the time your coverage initially becomes effective and for which air time 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 (1) for which you have used on your mobile number immediately prior to the time of Failure; and (2) for which you have provided a proof of purchase or lease to Us. (3) **"Covered Accessory(ies)"** means the accessories that come standard in the original device packaging. (4) **"Eligible Wireless Product(s)"** means the wireless device that We have designated as eligible for service under the Plan as set forth in the list of Eligible Wireless Products and their Equipment Tier available from Us, which can be found in TELUS stores or by calling 1-866-281-4537. (5) **"Failure"** means (i) if you are enrolled in Quebec or Newfoundland, the operational or structural failure of the Covered Equipment to operate due to defects in parts or workmanship; normal wear and tear; accidental, physical or liquid damage; or power surge of the Covered Equipment, or (ii) if you are enrolled in any other province, the operational or structural failure of the Covered Equipment to operate due to defects in parts or workmanship; normal wear and tear; accidental, physical or liquid damage; power surge; loss; or theft of the Covered Equipment. (6) **"Replacement Equipment"** means a wireless device of like, kind and quality with comparable features and functionality to the Covered Equipment which We provide to You in the event of a Failure of the Covered Equipment. (7) **"Effective Date"** means the date Your request for enrollment is received by Us or Our authorized representative. (8) **The "Plan"** means the Device Protection Plan service warranty program described in this Contract.

What is Covered. If the Covered Equipment suffers a Failure during the time this Contract is in effect, We will replace the Covered Equipment. If a Failure affects 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 Plan and service requests must be submitted through the TELUS repair and return program. Covered Equipment will be replaced with a wireless device of like, kind and quality with comparable features and functionality to the Covered Equipment. THERE IS NO ASSURANCE, REPRESENTATION, OR WARRANTY THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED. REPLACEMENT EQUIPMENT WILL BE NEW, REMANUFACTURED OR REFURBISHED, IN OUR SOLE DISCRETION. The Replacement Equipment immediately becomes the Covered Equipment. If we replace your equipment under the Plan, We reserve the right to take possession and ownership of your defective Covered Equipment. 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. In the event that your Replacement 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 annual service limit under the Plan.

Agreement. You agree to all the provisions of this Contract when You order the Plan and/or pay for it. We may change the monthly charge for the Plan, the administration of the Plan, or these terms and conditions from time to time upon at least thirty (30) days

written notice to You. Such notice may be provided in a Bill insert, as a message printed on Your Bill, by email, in a separate mailing, or by any other reasonable method, at Our discretion and will clearly and legibly set out its effective date and either the new clause only, or the amended clause and the original clause. You may refuse the amendment and rescind or cancel the Contract without cost, penalty or cancellation indemnity by sending Us a notice to that effect no later than thirty (30) days after the amendment comes into force. Your continued use of the Plan and payment of the charges, after such notice, constitutes Your acceptance of the changes. The Plan is available only to wireless device service customers of TELUS. Your participation in the Plan is optional and You may cancel the Plan at any time. Please refer to the Cancellation section of this Contract.

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

Charges. You agree to pay the amount for this Contract shown on Your Bill for wireless service each month when invoiced by TELUS on the same terms and conditions as set forth under Your TELUS service agreement. Applicable replacement service fees, non-covered failure charges, shipping and restocking charges, taxes, and regulatory surcharges and assessments, if any, may be added to Your Bill or, at Our discretion, collected from You prior to providing Replacement Equipment.

To Obtain Service. In the event of a Failure of Covered Equipment, You may file a service request by calling 1-866-281-4537. You must file the service request within thirty (30) days of the Failure. If Your service request is approved, We will provide the Replacement Equipment by mail within 2 to 10 business days. 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 (except in cases of loss or theft) as a condition of approval of Your service request. In Quebec and Newfoundland, loss or theft is not a covered Failure.

Replacement Service Fee. A nonrefundable replacement service fee applies to each approved replacement as indicated in the table below. The replacement service fee may be included on Your Bill or, at Our discretion, collected from You prior to providing Replacement Equipment.

Replacement Service Fees Applicable to Each Replacement		
Equipment Tier 1	Equipment Tier 2	Equipment Tier 3
\$40	\$80	\$150

The replacement service fee does not apply to replacements of Replacement Equipment caused by defects in parts or workmanship during the standard product warranty period.

A complete list of Eligible Wireless Products and their Equipment Tier are available in TELUS stores or by calling 1-866-281-4537.

Service Limits. We will cover the cost to replace the Covered Equipment up to a maximum of \$750 per service request. Beginning on the Effective Date, this Contract will cover up to, but no more than, two (2) replacements of Covered Equipment during any 12- month period. We will forward a notice of cancellation of the Contract and the Plan to You, by mail, email or fax at the time of the second replacement and We will discontinue all monthly charges for the Plan at such time. The monthly charge paid for the Plan during the month in which the second replacement occurs will be pro-rated up to the date of cancellation. The service limit does not apply to replacements of Covered Equipment caused by defects in parts or workmanship during the standard product warranty.

Return of Replaced Equipment/Non-Return Charge. Covered Equipment approved for replacement, other than Covered Equipment replaced due to loss or theft, must be returned to Us at Our shipping expense in the return mailer included with Your Replacement Equipment within fifteen (15) days. The Covered Equipment We replace becomes property of TELUS 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 original equipment within fifteen (15) days, you will be charged a non-return equipment fee as shown in the chart below. If We provide Replacement Equipment to You as a result of the loss or theft of Your Covered Equipment and You later find or recover the Covered Equipment You must return it to Us as directed in this Contract. Call 1-866-281-4537 to request a prepaid return mailer. In Quebec and Newfoundland, loss or theft is not a covered Failure.

Non-Return Equipment Fee		
Equipment Tier 1	Equipment Tier 2	Equipment Tier 3
\$75	\$150	\$300

Charge for Non-Covered Service. We will notify You in writing within thirty (30) days of the return of replaced Covered Equipment if We determine the returned Covered Equipment did not suffer a Failure covered by the Plan. You may be required to return the Replacement Equipment to Us, at Your cost for shipping, within fifteen (15) days of such notification. In such a case, if We do not receive the Replacement Equipment in good working order within fifteen (15) days, a non-covered service charge as shown in the

chart below may be applied to Your Bill. If You return the Replacement Equipment as required by this Contract, We will return to You Your original Covered Equipment and You will be charged a \$15 shipping and restocking fee.

Non-Covered Service Charge		
Equipment Tier 1	Equipment Tier 2	Equipment Tier 3
\$75	\$150	\$300

What is Not Covered.

The Plan does not cover:

(1) Incidental or consequential damages, unforeseen and unforeseeable damages at the time of this Contract, or indirect damages where the failure to perform the obligation does not result from Our intentional or gross fault; (2) failures caused by war, revolution, acts of public enemy or terrorist, labour difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, civil commotion, embargo, acts of government, or military authority; (3) abuse, misuse, or intentional acts; (4) pre-existing Failures of the Covered Equipment occurring before the time it was established as the Covered Equipment; (5) changes or enhancements in color, texture, finish, expansion, 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 (6) Failure of the Covered Equipment caused by computer viruses or similar unauthorized intrusive codes or programming.

Further, Covered Equipment does not include and the 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 to the Covered Equipment), including but not limited to color face plates, personalized data, or customized software, such as personal information managers (PIMs), ring tones, games, or screen savers.

Cancellation. You may terminate this Contract at any time for any reason by calling Us at 1-866-558-2273 or visiting a TELUS store to request cancellation. We may terminate this Contract immediately if You default on Your obligations. In Quebec, 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, which notice shall state the effective date and grounds for cancellation. If You or We terminate this Contract within thirty (30) days from Your receipt of this Contract and no coverage has been provided, You will receive a full refund of the Contract purchase price. If coverage was provided within thirty (30) days of the date purchased, You will receive a refund less the value of any replacement received.

Except as provided in the Service Limits section above, if this Contract is terminated after thirty (30) days from Your receipt of this Contract, We will refund the purchase price allocable to the remainder of the term of this Contract, pro-rated by month on a daily basis, less the value of any replacement received, and We will discontinue all monthly charges for the Plan as of the effective date of cancellation.

Any termination, cancellation, suspension, interruption, or discontinuation of Your wireless service with TELUS for any reason constitutes cancellation of the Plan by You, subject to the terms and conditions of this Contract.

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

Force Majeure. We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, revolution, acts of public enemy or terrorist, labour difficulties, including without limitation strikes, slowdowns, picketing or boycotts, civil commotion,

embargo, acts of government in, military authority, or the elements, or other causes beyond Our reasonable control, and in such event, We may cancel this Contract and the Plan immediately.

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

TELUS Corporate Plan

The TELUS Corporate Plan (the "Corporate Plan") is available upon election to business entities that have one hundred and fifty (150) or more wireless device numbers enrolled in the Device Protection Plan. All of the terms and conditions of the Device Protection Plan described above apply to the Corporate Plan. You agree to pay the amount for the Corporate Plan as shown on Your Bill for wireless service each month when invoiced by TELUS on the same terms and conditions as set forth under Your TELUS service agreement.

Coverage under the Corporate Plan is provided for Covered Equipment in use on any wireless device number actively registered on Your account with TELUS and enrolled in Device Protection Plan. When You add a new mobile number to Your account with TELUS, coverage under the Corporate Plan is effective immediately on the new wireless device number and the Covered Equipment activated on it. When a mobile number is removed from Your account with TELUS, coverage ceases immediately for any Covered Equipment associated with that number. If the number of wireless device numbers in the Corporate Plan falls below one hundred and fifty (150) wireless device numbers, then you are no longer eligible for the Corporate Plan and will be transferred into the Device Protection Plan. Upon such transfer, your monthly charge will change to the amount applicable under the Device Protection Plan.

Customer Signature

Wireless Number