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**SaskTel Wireless Service Terms of Service****1. Terms and Conditions**

- 1.1 Subject to termination or cancellation by SaskTel upon the failure of the Customer to receive credit approval, SaskTel agrees to provide the Customer with the Service for the duration of this Agreement on the terms and conditions contained in this Agreement. The Service period shall commence on the day that the wireless telephone number and/or internet protocol address number as assigned to the Customer is activated by SaskTel and shall continue thereafter for the period of the Service Plan selected by the Customer. On the expiration of that period, the Service plan shall automatically renew for successive 30 day periods thereafter unless and until this Agreement is terminated by SaskTel or the Customer as provided herein. The rate for the Service during such 30 day renewal periods shall be SaskTel's then current monthly rate for the Service.
- 1.2 The Service is available to wireless devices properly equipped for the Service and as approved by SaskTel when those units are within the range of sites located in the wireless service areas served by SaskTel or areas served by companies with whom SaskTel has roaming agreements. For the purposes of this Agreement, "equipment" or "wireless devices" means all equipment (including phones, smartphones, pagers, SIMs and modems or any other type of wireless telecommunication device) used in connection with the Service.
- 1.3 SaskTel shall not be responsible for the supply, installation, operation or maintenance of the Customer's wireless device. It is the Customer's responsibility to ensure that their wireless device is technically and operationally compatible with SaskTel's network and that it complies with the rules and regulations of Industry Canada or any successor or replacement for it.
- 1.4 The Customer agrees to abide by all rules and regulations governing the use of this Service as the same may be issued or adopted by SaskTel from time to time whether or not the same are furnished to the Customer in connection with the provision of the Service.
- 1.5 SaskTel shall assign the Customer a wireless telephone number and/or an internet protocol address number. SaskTel may change the wireless telephone number and/or an internet protocol address number from time to time at such time or times as SaskTel, in its sole and unrestricted discretion, considers necessary without any limitation or liability whatsoever.

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**SaskTel Wireless Service Terms of Service - Continued****1. Terms and Conditions – Continued**

- 1.6 Where the Service contracted for by the Customer is wireless data service only, the Customer will have the ability to initiate wireless voice calls in conjunction with the telephone number assigned to the Customer. If the Customer chooses to do so and the Customer has a contracted wireless service agreement with SaskTel, such voice calls will be charged at the wireless service agreement rates. If the Customer does not have a separate contracted wireless service agreement with SaskTel, voice calls made by the Customer using the stand alone wireless data service will be billed at SaskTel's then current rates from time to time. As of the commencement date of this Agreement, SaskTel's airtime rate for such voice calls is \$0.50 per minute.

**2. Approved Use**

- 2.1 The Service, including Mobile Internet, Smartphone and BlackBerry access data sessions will be used only in compliance with the law and any service rules adopted by SaskTel from time to time addressing such things as safe driving and health and safety guidelines. The Service, including Mobile Internet, Smartphone's and BlackBerry data sessions, will be used only for customary voice, messaging and wireless mobile internet service. Such customary use does not include any application or use which uses excessive network capacity or affects, degrades or interferes with SaskTel's ability to provide services, including the Service, to others, as determined by SaskTel.
- 2.2 SaskTel reserves the right to limit throughput or the amount of data transferred, deny, suspend or terminate the Service or any part, component or feature thereof, without notice, to anyone believed to be using any SaskTel provided wireless data service or feature in any manner prohibited in Section 2 or in any manner that adversely impacts SaskTel's network or its service levels, as determined by SaskTel. The Service or any component or feature thereof may also be denied, suspended or terminated in whole or in part, if the Customer's use of the Service is contrary to the terms and conditions set out in pages 609-612 of SaskTel's Non-Tariffed Products and Services Schedule, SaskTel Wireless Data Service Plan Terms and Conditions.

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***BlackBerry* is a trademark of Research In Motion Limited used under license.**

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**SaskTel Wireless Service Terms of Service - Continued***M – moved to page 539*M  
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|**3. Charges**

- 3.1 The Customer agrees to make payments to SaskTel of the following charges (which charges accrue from the commencement of the Service period and continue during the renewals until termination of this Agreement):
- a) the SaskTel charges for the use of the Service as communicated to the Customer or as revised by SaskTel from time to time, including but not limited to a fixed monthly access charge, usage (airtime) charges, service fees and activation charges in accordance with the method and plan of payment selected by the Customer;
  - b) message toll charges and other charges (as the same may be levied from time to time by SaskTel or any carrier with whom SaskTel has entered into a roaming service agreement) incurred by the Customer to make long distance calls;
  - c) all charges including message toll charges and other network charges incurred by the Customer in the exercise of roaming privileges as provided by SaskTel;
  - d) directory advertising charges and any other charges paid by SaskTel to the Customer's directory company on behalf of the Customer for advertising requested by the Customer;
  - e) all charges for optional features, optional services and charges for establishment of the Service, including without limitation, licensing and system administrative fees;
  - f) all applicable provincial, local, and other taxes which may be levied upon the Service provided for the charges payable hereunder;
  - g) all applicable service charges set forth in SaskTel's Non-Tariffed Products and Services Schedule;
  - h) all charges for the provision of terminal equipment including without limitation, monthly rentals; *and*
  - i) all additional charges not specifically enumerated herein which may be or become directly chargeable to the Customer for use of the Service.
- 3.2 Subject to Article 3.3, all charges are due and payable in the amount as specified by SaskTel from time to time. Accounts past due shall be subject to SaskTel's then current late payment charge.

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**SaskTel Wireless Service Terms of Service - Continued****3. Charges – Continued**

- 3.3 Monthly access charges and local airtime (usage) charges associated with any one-year, two-year or three-year rate plan are fixed for one year, two years or three years respectively. All other charges, including the System Administration Fee, are variable and are subject to adjustment by SaskTel from time to time.

**4. Default**

- 4.1 The occurrence or happening of any one or more of the following events shall constitute an event of default of this Agreement:
- a) if the Customer fails to make payments due hereunder or pursuant to any agreement between SaskTel and the Customer, or if the Customer fails to make any payment for any service rendered by SaskTel whether or not an invoice has been rendered; or
  - b) if the Customer shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder or pursuant to any agreement between SaskTel and the Customer for the provision of service or equipment, or if the Customer shall breach any term or provision of SaskTel's Non-Tariffed Products and Services Schedule or any replacement therefore from time to time; or
  - c) if any representation or warranty made by the Customer herein or in any document furnished by the Customer in connection with the Service and this Agreement shall be incorrect, or if the Customer uses the Service or equipment provided by SaskTel in a manner which adversely affects SaskTel's network or any other customer in any way whatsoever; or
  - d) if the Customer shall be in breach of the terms and conditions governing the provision of the Service as the same has been published by SaskTel at any time and in any way whatsoever.
- 4.2 Upon the occurrence of an event of default, SaskTel may, at its sole option, either terminate this Agreement or suspend the Service or any portion of the Service to the Customer without notice and bill the Customer immediately for all outstanding charges accrued to that date. Either in the event of termination or suspension, the Customer shall be liable for the costs and expenses incurred by SaskTel by the event of default or in remedying the event of default or the exercise by SaskTel of its remedies in respect of the default, and such costs and expenses (including without limitation, legal costs on a solicitor and client basis) shall be payable immediately upon receipt by the Customer of an invoice from SaskTel. In the event of suspension of the Service, the Customer shall, during the period of such suspension and until this Agreement is terminated, remain liable to pay SaskTel all charges under this Agreement for the Service, including monthly access charges and payment of a fee as determined by SaskTel from time to time to restore the

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**SaskTel Wireless Service Terms of Service - Continued****4. Default – Continued**

suspended account of the Customer. In the event of termination, the Customer shall pay to SaskTel the termination charges identified in Section 5.1 of this Agreement.

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- 4.3 The occurrence of an event of default shall be deemed to be an event of default under any agreement or the terms and conditions for the provision of any service of any nature whatsoever by SaskTel to the Customer.

**5. Termination of Service**

- 5.1 In addition to termination by SaskTel for default by the Customer, this Agreement may be terminated by either SaskTel or the Customer by giving 30 days advance notice to the other party. In the event of such termination, by either SaskTel or the Customer, the Customer shall remain liable to SaskTel for all charges for the Service which has been provided by SaskTel to the Customer to the date of termination. Additionally, where the Customer has subscribed to any one-year, two-year or three-year rate plan and the Customer is terminating this Agreement, the Customer shall pay to SaskTel a termination charge of \$20.00 per month for each month remaining in the rate plan chosen by the Customer where the Customer has a voice plan only with the Service. If the Customer has only a data plan with the Service, the termination charge is \$10.00 per month for each month remaining in the Customer's chosen rate plan. In the event that the Customer has both a voice plan and a data plan, the termination charge as described applies to both plans. The Customer acknowledges and agrees that the termination charge set forth on the front page of this Agreement is a genuine pre-estimate of liquidated damages for loss of revenue from the one-year, two-year or three-year rate plan for the Service chosen by the Customer arising out of termination of this Agreement. If additional wireless devices are added to this Agreement after commencement of the Service, termination charges as stated in this section apply to each and every such additional wireless device.

- 5.2 If SaskTel has provided financing for any Customer equipment used in conjunction with the Service, then in addition to the amounts specified in Article 5.1, the Customer shall, upon termination, also pay to SaskTel the remainder of the financed amount of such Customer equipment.

- 5.3 In the event of theft, loss, or destruction of the wireless device used by the Customer, the Customer agrees to pay to SaskTel all charges due hereunder without abatement, deduction or reduction whatsoever. Additionally, in the event that the Customer's wireless device has been provided by SaskTel, the Customer shall remain liable to pay to SaskTel the full amount of the rental charges or remainder of the financed amount of such unit notwithstanding the loss, theft, or destruction of any such unit.

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**SaskTel Wireless Service Terms of Service - Continued**

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**5. Termination of Service - Continued**

5.4 SaskTel may terminate the Service to the Customer without notice in the event that SaskTel is of the opinion that the Customer's telecommunications equipment is interfering with the provision of service by SaskTel to other customers or causing degradation of SaskTel's network. Such termination will not relieve the Customer from performing its obligations under this Agreement including, without limitation, payment of all amounts due hereunder.

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5.5 Without in any way limiting the applicability of any other provision of this Agreement, the Customer agrees that in the event of termination of this Agreement for any reason, the minimum termination fee payable by the Customer to SaskTel without any consideration of any Customer equipment financing provided by SaskTel, shall be \$60.00 if the Service is being used by the Customer for either voice or data use only. In the event that the Customer is using the Service for both data and voice purposes, then the minimum termination fee shall be \$120.00. The maximum termination fee that the Customer will be required to pay is \$400.00 if the Service is used for voice only, \$200.00 if the Customer has only a data plan with the Service and \$600.00 if the Customer has both voice and data plan with the Service.

**6. Non-Tariffed Products and Services Schedule**

6.1 The provisions of SaskTel's Non-Tariffed Products and Services Schedule ("Schedule") including without limitation, *SaskTel Wireless Data Service Plans Terms and Conditions*, apply to the Services and equipment supplied pursuant to this Agreement and are specifically incorporated in this Agreement by reference. In the event of conflict between the terms of this Agreement and the Schedule, the terms of this Agreement shall prevail.

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|**7. Directory**

7.1 If requested by the Customer, SaskTel will arrange for a directory listing to be made by the Customer's telephone company in accordance with the telephone company's tariff. However, SaskTel shall not be liable for damages arising from errors or omissions in a directory listing, information service, or reference of calls to another telephone number arising from the omission of a listing from a directory and/or information records at the request of the Customer or any person purporting to act on its behalf. No liability shall attach to SaskTel by reason of the continuation of the Customer's listing in a directory after the termination of its Service.

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**SaskTel Wireless Service Terms of Service - Continued****8. Roaming**

8.1 If the Customer operates as a roamer in any other wireless service center system pursuant to any roaming services agreement entered into by SaskTel and such other carrier, then in such event, the Customer:

- i) Expressly understands and agrees that it has no contractual relationship whatsoever with a carrier upon which the Customer roams and that Customer is not a third party beneficiary of any agreement between SaskTel and such carrier. In addition, customer expressly understands that the carrier upon whose network the Customer roams shall have no legal, equitable, or other liability of any kind to Customer, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise.
- ii) Shall indemnify and hold harmless the carrier upon whose network Customer roams, and its officers, employees, and agents against any and all claims, including without limitation claims for libel, slander, infringement of copyright, or personal injury or death arising in any way directly or indirectly connection in with this Agreement. This indemnity shall survive the termination of this Agreement; and
- iii) Expressly understands and agrees that the services of the carrier upon which the Customer roams are provided on an \*as is/as available\* basis and the carrier does not guarantee or warranty the performance, availability, coverage, uninterrupted use, security or operation of the services.

The use of such other carrier systems by the Customer shall constitute conclusive acceptance of the provisions in subsections (i) to (iii) of this Section 8. The services available for Customer's use while roaming on any other wireless carrier system are dependent on the services made available by any such other carrier on their network and the specific terms of the roaming agreement in place between SaskTel and any such carrier.

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**SaskTel Wireless Service Terms of Service - Continued**

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**9. Terminal Ownership**

- 9.1 The Customer agrees that any wireless device supplied by SaskTel to the Customer as part of any SaskTel rate plan program including a wireless device option, is and remains the property of SaskTel. If the Customer continuously remains a SaskTel subscriber without any default in payment or any other breach of the terms and conditions applicable to any such rate plan programs, then ownership of the wireless device supplied by SaskTel to the Customer in conjunction with any such rate plan programs will, at the end of the term of such rate plan program, automatically pass to the Customer at no further charge and without any further action required on the part of the Customer. Any wireless device so transferred to the Customer will be on an "as is where is" basis and without any representation or warranty of any kind, express or implied, statutory or otherwise by SaskTel as to the merchantability or fitness for purpose of such wireless device.
- 9.2 The annual interest rate for hardware the Customer finances with SaskTel is 20%.

**10. Warranties**

- 10.1 The Customer acknowledges that the Customer has selected the equipment provided in connection with this Agreement (the "Equipment") and further acknowledges and agrees that no representation or warranty, express or implied, legal, statutory, customer or otherwise is given or made by SaskTel respecting the equipment including without limitation its merchantability, condition, design, operation, quality, workmanship or fitness for purpose. Any applicable warranty shall be that of the manufacturer of the equipment only.

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**SaskTel Wireless Service Terms of Service - Continued**

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**10. Warranties – Continued**

10.2 Although SaskTel's network has been designed in accordance with industry standard specifications to be secure, SaskTel offers no warranty, representation or promise of any kind either that the Service will remain uninterrupted or that the Service is secure or won't be breached. The Customer specifically acknowledges that it is its responsibility to implement their own security measures such as but not limited to implementing a virtual private network solution, an internal firewall and virus protection measures to safeguard their own networks and data while using the Service.

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**11. Deposits**

11.1 SaskTel may require the Customer at any time to provide a deposit in an amount satisfactory to SaskTel to be held and applied as SaskTel may see fit from time to time to amounts outstanding hereunder or outstanding pursuant to terms of any agreement between SaskTel and the Customer. In the event of termination of this Agreement through default of the Customer, SaskTel may retain the deposit as a genuine pre-estimate of damages and not as a penalty.

**12. Confidentiality**

12.1 Unless the Customer provides express consent or disclosure pursuant to legal power, all information kept by SaskTel regarding the Customer, other than the Customer's name, address and listed telephone number, is confidential and may not be disclosed by SaskTel to anyone other than:

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- a) the Customer;
- b) an agent who, in the reasonable judgment of SaskTel, is seeking the information on behalf of the Customer;
- c) another telephone company, and then only if the information is required for the efficient and cost effective provision of telephone services, disclosure is made on a confidential basis, and the telephone company agrees to use the information only for that purpose;
- d) a company involved in supplying the Customer with telephone directories, telephone or telephone directory-related services, only if the information is required by that company for that purpose, disclosure is made on a confidential basis, and that company agrees to use the information only for that purpose;
- e) a party used by SaskTel to evaluate the Customer's creditworthiness or collect the Customer's account, only if the information is required by that party for that purpose, disclosure is made on a confidential basis, and that party agrees to use the information only for that purpose;

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**SaskTel Wireless Service Terms of Service - Continued**

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**12. Confidentiality – Continued**

## 12.1 - Continued

f) a public authority or agent of a public authority, if in the reasonable judgement of SaskTel it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information; or

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g) a credit bureau reporting agency.

Express consent may be taken to be given by a Customer where the Customer provides:

i) written consent;

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ii) oral confirmation verified by an independent third party;

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iii) electronic confirmation through the use of a toll-free number;

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iv) electronic confirmation via the Internet;

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v) oral consent, where an audio recording of the consent is retained by the carrier;

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vi) consent through other methods, as long as an objective documented record of customer consent is created by the customer or by an independent third party.

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12.2 SaskTel's liability for disclosure of Customer information as described in Section 12.1 is not limited by the limitation of liability set out in the Schedule.

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**SaskTel Wireless Service Terms of Service - Continued**

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**13. Arbitration**

- 13.1 To the extent permitted by applicable law, unless SaskTel agrees otherwise, any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise and whether pre-existing, present or future - except for the collection from you of any amount by SaskTel) arising out of or relating to: (a) this Agreement; (b) a phone or the Service; (c) oral or written statements, or advertisements or promotions relating to this Agreement or to a product or service; or (d) the relationships which result from this Agreement (including relationships with third parties who are not parties to this Agreement), (each, a "Claim") will be referred to and determined by private and confidential arbitration before a single arbitrator. Such arbitration shall be conducted according to SaskTel's Arbitration Protocol found at [www.sasktel.com](http://www.sasktel.com) or its replacement site from time to time. You waive any right you may have to commence or participate in any class action against SaskTel related to any Claim and, where applicable, you agree to opt out of any class proceeding against SaskTel otherwise commenced, whether SaskTel is the sole defendant, or one of several other defendants, named in the Claim. If you have a Claim you should give notice to arbitrate to SaskTel, 13<sup>th</sup> Floor, 2121 Sask. Drive, Regina, Saskatchewan, S4P 3Y2, Attention: Vice President Corporate Counsel & Regulatory Affairs. If we have a Claim, we will give you notice to arbitrate at your last known address of record. Some jurisdictions may not allow the use of compulsory arbitration or the waiver of rights to participate in a class action. If applicable law renders clauses requiring mandatory arbitration or the exclusion of the right to participate in a class action void, the provisions of this section shall be subject to severance in accordance with this Agreement. Nothing in this section is in any way intended to prevent or limit the Customer from taking a complaint about the Service to The Commissioner for Complaints for Telecommunication Services (CCTS) for investigation as long as SaskTel is participating as a member in such complaint investigating program and as long as the Service and the complaint are matters over which CCTS has jurisdiction.

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**14. Data Monitoring**

- 14.1 The Customer agrees that SaskTel has the right but not the obligation to electronically monitor and investigate content and the Customer's use of SaskTel's network from time to time and to disclose any information as necessary to: (a) satisfy any law, regulation or other governmental request or to assist in the pursuit of any legal action against the Customer or end users; (b) operate the Service properly; (c) ensure or enforce compliance with this Agreement; or (d) protect SaskTel or SaskTel's customers.

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**SaskTel Wireless Service Terms of Service - Continued**

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**15. Content**

- 15.1 The Customer acknowledges and agrees that there is some content accessible through the Service that may be offensive to the Customer or an end user, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. SaskTel assumes no responsibility for and exercises no control over the content contained accessible through the Service. The Customer agrees that all content that the Customer and end users access and use with the Service is at their own risk. SaskTel will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to the Customer's and/or end users access to such content.

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**16. General**

- 16.1 This Agreement is subject to change from time to time. For changes to the rates and charges that apply to the Service, the advance notice provided by SaskTel may only be 15 days. SaskTel will inform the Customer of any changes in the Agreement or the rates or charges that apply to the Service by posting such changes to sasktel.com. Continued use of the Service by the Customer after the posting to sasktel.com of any such changes is the agreement by the Customer to and with any such changes.

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Wireless Enhanced 911 Emergency service is available throughout most of Saskatchewan. The Customer acknowledges that if the Service is used to access the Saskatchewan 911 Emergency service, the Customer must provide their location and call back number in such circumstances. The Customer acknowledges that there are no other terms or conditions of this Agreement except as expressly contained or expressly incorporated by reference herein. This Agreement is not assignable by the Customer. This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

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