SaskTel Wireless Service Terms of Service

1. Terms and Conditions

1.1 We agree to provide you with the Service under the terms and conditions contained in this Agreement for the duration of this Agreement, upon approved credit.

This Agreement is in effect from the day your Service is activated and continues for the agreement period you have selected. At the end of that period, your Service plan will automatically renew on a month-to-month basis. At that time, you can renew your Agreement for a fixed period, continue your service on a month-to-month basis, or terminate your service without any termination charges applying.

1.2 The Service is available for your use within SaskTel coverage areas in Saskatchewan or areas served by companies with whom we have roaming agreements.

1.3 The Service is available to wireless devices properly equipped for the Service and as approved by us. For the purposes of this Agreement, "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.

1.4 All trade-in transactions are final. A limit of one trade-in per new device applies. The trade-in option is available to new and existing, postpaid and prepaid, SaskTel customers. SaskTel is not responsible to ensure that a trade-in device has been deactivated and cleared of all personal information.

1.5 We are not responsible for the supply, installation, operation or maintenance of your wireless device. It is your responsibility to ensure that your wireless device is compatible with our network and that it complies with the rules and regulations of Innovation, Science and Economic Development Canada (ISED) or any successor or replacement for ISED. If your wireless device's functionality and/or features are in some way dependent on the device manufacturer, SaskTel cannot guarantee that functionality should the device manufacturer withdraw support. N

1.6 You agree to follow all rules, regulations and policies governing the use of the Service. SaskTel may update or change these rules from time to time, and it's your responsibility to understand and follow the current policies, rules and regulations. The policies that apply to your Service at the time this Agreement is effective are listed in the Critical Information Summary portion of this Agreement.

1.7 We will assign a wireless telephone number and/or an internet protocol address number to you. If we feel it is necessary for any reason, we can change this number at any time without any limitation or liability.

M

M – moved to page 539

N

SaskTel Wireless Service Terms of Service - *Continued*

1. Terms and Conditions – *Continued*

1.8 If you have a data-only plan and no voice plan, you can still make voice calls at the pay-per-use rate. At the time this Agreement was signed, the pay-per-use rate for voice calls is $0.50 per minute.

1.9 Your monthly charges are billed one month in advance. Your first bill also includes the monthly amount prorated from the date your Service starts to the date of your first bill. Any free airtime and/or data included with your plan is also prorated to the date of your first bill.

1.10 By adding an Authorized user to your account with SaskTel for the wireless service you are receiving from SaskTel, you are approving the Authorized User as your agent to authorize additional usage charges on your account when a data cap has been reached. Additionally, by allowing any person to use any wireless device associated with your wireless service from SaskTel, you authorize any such user as your agent, to port out the SaskTel provided telephone number to another service provider. You agree that SaskTel shall be entitled to act upon the instructions of your agent, including any request to port out any SaskTel provided telephone number to another service provider. You, the Account Holder, are still responsible for full payment of all charges for the Service provided to you and all users of devices associated with your account with SaskTel.

1.11 SaskTel uses network-level cyber security to block known malicious sites. Learn more at sasktel.com/cybersecurityblocking. N |

2. Approved Use

2.1 When using the Service, including data sessions, you will follow all applicable laws and any Service rules adopted by us from time to time addressing such things as safe driving and health and safety guidelines. You can only use the Service for customary voice, messaging and wireless data service. Such customary use does not include any application or use which uses excessive network capacity or affects, degrades or interferes with our ability to provide services, including the Service, to others, as we determine.

2.2 If we believe your Service, or any SaskTel-provided wireless data service or feature is being used in any way prohibited by this Section 2, our Wireless Fair Use Policy, or in any way that negatively impacts our network or its service levels (as we determine), we reserve the right to limit your data speeds, limit the amount of data you are able to transfer, or even suspend or terminate your Service or any part or feature of your Service without notice.

D

SaskTel Wireless Service Terms of Service - *Continued*

2. Approved Use - *Continued*

2.3 The wireless data portion of your Service is intended for use primarily in Saskatchewan. We reserve the right to limit or deny use of our wireless data plan offerings by customers who are primarily using our data services outside of Saskatchewan. Customers with excessive out-of-Saskatchewan data usage may be asked to move to a different SaskTel wireless data plan where over-usage charges apply or have their wireless data service terminated. Exercise of either of such alternatives is at our complete discretion.

2.4 We reserve the right to limit your data speeds, limit the amount of data you are able to transfer, or even suspend or terminate your Service or any part or feature of your Service as provided for in our Wireless Fair Use Policy from time to time.

2.5 Providing your email address authorizes SaskTel to email you: a copy of your agreement, follow-up information regarding your agreement, and other service-impacting information; and offers and promotions that may be of interest to you. You can contact SaskTel at any time to opt out of receiving promotional emails.

3. Charges

3.1 You agree to make payment to us of the following charges (which start from the beginning of your Service Period and continue during any renewals of the Service Period until termination of this Agreement):

a) charges for the use of the Service, including but not limited to a fixed monthly access charge, usage (airtime) charges and service fees in accordance with the Service plan selected by you; C

b) long distance charges and other charges (as the same may be charged from time to time by us or any carrier with whom we have entered into a roaming service agreement) incurred by you to make long distance calls;

SaskTel Wireless Service Terms of Service - *Continued*

3. Charges - *Continued*

c) all charges including long distance charges and other network charges incurred by you in the exercise of roaming privileges as provided by us;
d) directory advertising charges and any other charges paid by us to your directory company on your behalf for advertising requested by you;
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 apply to your Service;
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 set out in this Agreement which may be or become directly chargeable to you 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 within thirty (30) days of the billing date. Accounts past due are subject to our late payment charge of 3% per month, compounded monthly (42.58% annual equivalent). R

3.3 Monthly access charges and local airtime charges associated with your current rate plan are fixed for the duration of your Agreement (one or two years). 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 Any one or more of the following is considered an event of default and will result in the cancellation of this Agreement:
a) if you fail to make payments when due under this Agreement or under any agreement for service between SaskTel and you, or if you fail to make any payment for any service rendered by us whether or not we have provided you with an invoice; or
b) if you fail to perform or observe any obligation required by you in this Agreement or in any agreement between you and us for the provision of service or equipment; or
c) if you are in breach of any term or provision of SaskTel's Non-Tariffed Products and Services Schedule or any replacement therefore from time to time; or
d) if you have supplied any incorrect or incomplete information in this Agreement or in any document furnished by you in connection with the Service; or

SaskTel Wireless Service Terms of Service - *Continued*

4. Default - *Continued*

e) if you use the Service or equipment provided by SaskTel in a manner which negatively affects our network or any other customer in any way whatsoever; or
f) if you are in breach of the terms of any of our policies that apply to the Service.

4.2 If an event of default occurs, we may decide to cancel this Agreement after notice to you and bill you immediately for all outstanding charges. In the event of cancellation, you are responsible for any costs and expenses incurred by us as a result of the event of default. Such costs and expenses (including without limitation, legal costs on a solicitor and client basis) are payable immediately upon receipt by you of an invoice from us. In the event of cancellation, you shall pay to us the early cancellation fees.

4.3 If you fail to pay any amount owing to us for the Service, we can decide to suspend or disconnect your service, provided:
a) your account exceeds fifty dollars ($50) or has been past due for more than two (2) months;
b) you fail to provide us with a security deposit or other reasonable alternative when we have requested you to do so; or
c) you previously agreed to a deferred payment arrangement with us and have not complied with the terms of that arrangement.

If we suspend or disconnect your Service in error, we will restore it by the end of the next business day at no charge to you.

Before we suspend or disconnect your Service we will provide you with:
a) at least fourteen (14) calendar days prior notice; F
b) the reason for suspension or disconnection of your Service and the amount owing, if any; |
c) information about the availability of any deferred payment plans; F
d) our fee for reconnecting your Service; and |
e) contact information of our representative with whom disconnection of your Service may be discussed. |

We will provide you with a second notice twenty-four (24) hours prior to suspension or disconnection of your Service, except where:
a) repeated attempts to contact you have failed; F
b) immediate action is required to protect our network from harm; or |
c) we suspect that fraud is occurring or likely to occur. |

SaskTel Wireless Service Terms of Service - *Continued*

4. Default - *Continued*

We will not disconnect your Service if:

a) you notify us before your scheduled disconnection date that you dispute the reasons for disconnection;
b) you pay the amount due for undisputed charges; and
c) we do not have reasonable grounds to believe that the purpose of your dispute is to avoid or delay payment.

If your Service is suspended, you are still responsible for paying all charges for the Service, including monthly access charges and any fees to restore your Service, until your Service is either cancelled or restored.

4.4 An event of default under this Agreement can result in the cancellation of any other agreement between us and you for any other SaskTel services of any nature.

4.5 If you have signed up for the Security Pre-Authorized Payment (SPAP) plan in lieu of paying a deposit for your Service and a payment is missed for any reason, your Service will be suspended. If your Service is suspended, payment reversal fees will apply. In order to reverse your suspension, a service restore fee will be charged per device, and you will be required to pay for the Service you have used and other charges when applicable. If your Service is suspended in these circumstances, SaskTel will require a $250 to $500 deposit per device in order to continue your Service. Your account will be terminated 7 days after your Service is suspended if full payment and a deposit are not provided. If your account is terminated, early cancellation fees and other charges may apply. A full list of wireless fees can be found at support.sasktel.com/app/answers/detail/a_id/23380. C | | N |

4.6 Pre-Authorized Payment - If you have chosen Pre-Authorized Payment, your entire monthly bill will be paid automatically from your bank account (Pre-Authorized Debit) or with a charge to your credit card (Pre-Authorized Credit). The payments will occur 13-17 days after your Monthly Billing Date, which is listed on page 1 of your Critical Information Summary in the “Service Summary” section.

SaskTel Wireless Service Terms of Service - *Continued*

5. Cancellation of Service - *Continued*

5.1 This Agreement can be cancelled at any time either by you or us by giving thirty (30) days advance notice to the other party. This includes agreements related to watches or tablets on contract that are cancelled if the parent device is terminated or if the parent device is moved to a plan that no longer meets eligibility requirements for the watch or tablet plan. If the Agreement is cancelled, you are still responsible to pay SaskTel all charges up to the service cancellation date. You are also responsible for paying the early cancellation charge identified in the Critical Information Summary portion of this Agreement. You agree that the early cancellation charge is a genuine pre-estimate of liquidated damages for loss of revenue arising out of cancellation of this Agreement by you. If additional wireless devices are added to this Agreement after this Agreement is effective, early cancellation charges as stated in this section apply to each and every such additional wireless device if such a device has been acquired from SaskTel and we have provided a subsidy for the purchase price of your device. C

5.2 If SaskTel has provided financing for any of your equipment used with the Service, then in addition to the amounts specified in Article 5.1, you shall, upon cancellation, also pay to us the remainder of the financed amount of such equipment. This includes any remaining financing on watches or tablets that are terminated due to the reasons specified in Article 5.1. C

5.3 In the event of theft, loss, or destruction of your wireless device, you agree to continue paying us the full amount of all charges due that apply to your Service. If your wireless device has been provided by SaskTel, you are also responsible for paying the full amount of the rental charges or remainder of the financed amount of that device.

5.4 If we believe your equipment is interfering with the provision of the Service by SaskTel to other customers, or causing negative effects to our network, we may cancel your Service without notice. In the event of such cancellation, you are responsible for paying to us all amounts due under the terms of this Agreement.

6. Non-Tariffed Products and Services Schedule

6.1 You agree to follow the provisions of the SaskTel Non-Tariffed Products and Services Schedule dealing with SaskTel wireless service and its features ("Schedule"), including the SaskTel Wireless Data Service Plans Terms and Conditions and SaskTel Wireless Data Fair Use Policy. If there is a conflict between the terms of this Agreement and the Schedule, the terms of this Agreement will prevail. The Schedule is incorporated into and forms part of this Agreement. D

SaskTel Wireless Service Terms of Service - *Continued*

7. Mysask411 Directory (Print and Digital)

7.1 You can request to have your contact information (Name, Phone Number and Address) listed in the Mysask411 Directory. We are not responsible for removing your listing from the directory if your Service is cancelled, nor are we are liable for damages arising from errors or omissions in a listing. To edit or cancel your listing, phone DirectWest at 1-800-667-8201.

8. Roaming

8.1 If you roam on any other wireless carrier's network, you:

a) understand and agree that you have no contractual relationship with the carrier whose network you are roaming on, and that you are not a third party beneficiary of any agreement between us and such carrier. You understand that the carrier has no obligation of any kind to you, and is not responsible for any problems you might experience while roaming on their network;

b) agree that since the carrier upon whose network you roam has no responsibility to you, you cannot make any kind of claim against them, its officers, employees and agents, including without limitation claims for libel, slander, infringement of copyright, or personal injury or death arising in any way directly or indirectly in connection with this Agreement. This commitment survives the cancellation of this Agreement; and

c) understand and agree that the services of the carrier upon which you roam 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 such services.

By using such other carrier systems, you agree to the provisions in subsections (a) to (c) of this Section 8. The services available for your 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.

You will receive notification from us when you use your Service outside of Canada, providing you with information about voice, text message and data roaming rates for that country.

M - Moved from Page 544
M² - Moved to page 545

SaskTel Wireless Service Terms of Service - *Continued*

9. Terminal Ownership

9.1 Equipment purchased using equipment financing or Plus Pricing remains the property of SaskTel until the financing amount is paid in full. Once the financing is paid, the ownership of the equipment will automatically pass to you at no further charge or without any further action required on your part, with no guarantee or warranty on the condition of the equipment. C

D

10. No Warranties

10.1 You acknowledge that you have selected the equipment provided in connection with this Agreement (the "Equipment"). You acknowledge and agree that SaskTel provides no warranty or promise of any kind on the Equipment. Any applicable warranty is that of the manufacturer of the Equipment only.

10.2 Although our network has been designed in accordance with industry standard specifications to be secure, we offer no warranty, representation or promise of any kind either that the Service will remain uninterrupted or that the Service is secure or will not be breached. You acknowledge that it is your responsibility to implement your own security measures such as, but not limited to, implementing a virtual private network solution, an internal firewall and virus protection measures to safeguard your own networks and data while using the Service.

10.3 SaskTel will not be responsible for any data (pictures, videos, contacts, apps, etc.) that is lost, damaged or destroyed or does not transfer properly from the Customer's old device to the Customer's new device during the Data Transfer Process when the Customer has purchased device data transfer services from SaskTel. N

11. Deposits

11.1 We may require you at any time to provide a deposit in an amount satisfactory to us to be held and applied as we may see fit to outstanding amounts that you owe us. In the event this Agreement is cancelled because of your default, we may keep your deposit as a genuine pre-estimate of damages and not as a penalty. Upon cancellation of your Service, your deposit will be returned to you when your account with us for the Service has been paid in full, or it may be applied by us toward payment of any outstanding balance on your account.

SaskTel Wireless Service Terms of Service - *Continued*

12. Confidentiality

12.1 All of the information kept by us regarding you is confidential, other than your name, address and listed telephone number. Unless you provide express consent or disclosure is according to a legal power, we will not share your information with anyone other than:

a) you;
b) an agent who, in our reasonable judgment, is seeking the information on your behalf;
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 you 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 us to evaluate your creditworthiness or collect your 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;
f) a public authority or agent of a public authority, if in our reasonable judgment it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information; or
g) a credit bureau reporting agency.

Express consent may be taken to be given by you where you provide:

1) written consent;
2) oral confirmation verified by an independent third party;
3) electronic confirmation through the use of a toll-free number;
4) electronic confirmation via the Internet;
5) oral consent, where an audio recording of the consent is retained by the carrier;
6) consent through other methods, as long as an objective documented record of your consent is created by you or by an independent third party.

12.2 Our liability for disclosure of your information as described in Section 12.1 is not limited by the limitation of liability set out in the Schedule.

M - Moved from page 545
M² - Moved to page 547

SaskTel Wireless Service Terms of Service - *Continued*

12. Confidentiality - *Continued*

12.3 Any information that you provide to us that is personal information about you as that term is defined by The Freedom of Information and Protection of Privacy Act of Saskatchewan will be subject to our Privacy Policy that can be found at www.sasktel.com/privacy.

13. Arbitration

13.1 To the extent permitted by applicable law, any claim or dispute (whether in contract or tort, pursuant to statute or regulation, or otherwise and whether pre-existing, present or future) will be referred to and settled by private and confidential arbitration before a single arbitrator, unless we agree otherwise. This does not apply to the collection from you of any amount by us arising out of:

a) this Agreement;
b) a device 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").

Such arbitration shall be conducted according to SaskTel's Arbitration Protocol found at www.sasktel.com/arbitrationprotocol or its replacement. You waive any right you may have to initiate or participate in any class action against us related to any Claim and, where applicable, you agree to opt out of any class proceedings against us, whether we are the sole defendant, or one of several other defendants, named in the Claim.

Submit a Claim for arbitration to SaskTel, 13th 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.

M - Moved from page 546
M² - Moved to page 548
M³ - Moved to page 549

M M² M³ N

SaskTel Wireless Service Terms of Service - *Continued*

13. Arbitration - *Continued*

Nothing in this section is in any way intended to prevent or limit you from taking a complaint about the Service to The Commissioner for Complaints for Telecommunication Services (CCTS) for investigation as long as we are 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.

14. Data

14.1 You agree that we have the right, but not the obligation, to electronically monitor and investigate content and your use of our 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 you or end users;
b) operate the Service properly;
c) ensure or enforce compliance with this Agreement; or
d) protect us or our customers.

14.2 SaskTel reserves the right to adopt and make use of tools and functionality from time to time that enables us to optimize your use of, and access to, data on our network.

14.3 SaskTel does not guarantee the speed of its wireless network nor the speed of any SaskTel wireless service due to a variety of factors including without limitation, customer device type, SaskTel wireless network congestion, SaskTel wireless signal strength and the distance the customer is from a SaskTel wireless service tower when accessing the SaskTel wireless network or using any SaskTel wireless service. Building materials may also impact indoor coverage, speed and performance of the SaskTel wireless network and SaskTel wireless service offerings. N

15. Content

15.1 You acknowledge and agree that there is some content accessible through the Service that may be offensive to you or a user of your Service, 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. We assume no responsibility for and exercise no control over the content accessible through the Service. You agree that all content that you and your end users access and use with the Service is at your and their own risk. We are not liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to your and/or your end users access to such content.

D

SaskTel Wireless Service Terms of Service - *Continued*

16. General

16.1 This Agreement may be changed by us without notice to you if the minimum monthly charge for the Service Plan you have selected or any option feature you are subscribing to is being decreased or we are increasing the usage allowance where such an allowance applies to any portion or feature of your Service.

This Agreement may only be changed with your express consent if we want to change the basic wireless access to our network component of your Service, the minimum monthly charge for the basic wireless access component of your Service, the length of the commitment period of the Service Plan you have selected including the end date of that commitment period and early cancellation fees.

When we notify you that we propose to change one of the matters noted in the paragraph above, you may refuse the change.

If you have subscribed to a SaskTel wireless plan that requires eligibility criteria to be met and maintained by you throughout the Contract term of this Agreement and you fail at any time to meet any such eligibility criteria for that wireless plan, then SaskTel may remove you from the wireless service plan for which you no longer qualify and move you to another SaskTel wireless plan that SaskTel determines is most comparable to the wireless plan you initially subscribed to. In such event you agree to pay to SaskTel in accordance with the terms of this Agreement, all charges related to the wireless service plan to which you have been moved and associated with your use of that plan. N

For any other change to any term or condition of this Agreement, including rates for Service components (other than basic network access) or optional features, we will provide you with 30 calendar days notice before we make any such changes. Our notice to you will explain the change and when it will occur.

Wireless Enhanced 911 Emergency service is available throughout most of Saskatchewan. If you dial 9-1-1 from your wireless device, you must provide your location and call back number as these details are not automatically available to E-9-1-1 service operators. D

You acknowledge that there are no other terms or conditions of this Agreement except as expressly contained or expressly incorporated by reference in this Agreement. This Agreement cannot be changed or transferred by you. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Saskatchewan.

End

(Reserved for future use)

(Reserved for future use)

(Reserved for future use)

(Reserved for future use)