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**SaskTel Wireless Data Service Plans Terms and Conditions**

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**Description**

SaskTel Wireless Data Service Plans (the “Service”) allow Customers to use services such as e-mail, internet, streaming services and messaging.

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**Terms and Conditions Applicable to all Wireless Data Service Plans**

1. No termination fees apply if the Service is cancelled within 30 days of the activation date (i.e. the date the Customer’s wireless device is operational and capable of using the Service) or the starting date of the contracted term for the Service (this only applies if the Customer is switching from a monthly plan because the Customer’s wireless device will already be capable of using the Service). If the Customer cancels the Service within 30 days of the activation date, the Customer is still responsible for charges associated with network access, features, airtime and long distance for the time period in which the Service was active.
2. All devices on a wireless data plan are automatically activated on the Pay-per-use Voice Rate Plan. Customers may instead substitute any other current voice rate plan.
  - **Exception:** A postpaid voice plan is required with those SaskTel data plan offerings that are stipulated by SaskTel from time to time.
3. The contract terms for data and voice plans must always be of equal length with the same end date.
  - **Exception 1:** The Pay-per-use Voice Rate Plan has a month to month contract term only. Customers may sign up for a data plan with a fixed length contract term in conjunction with the Pay-per-use Voice Rate Plan.
  - **Exception 2:** Customers with an existing voice contract may add a temporary data plan to their device.
4. Customers with a wireless data device who are on a discontinued wireless data plan **MUST** switch to a current wireless data plan when they are:
  - a) renewing their contract; or

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**SaskTel Wireless Data Service Plans Terms and Conditions** – *Continued***Terms and Conditions Applicable to all Wireless Data Service Plans** – *Continued*4. – *Continued*

- b) switching to a new or different device that is subsidized (i.e. ESN change), even if it's the same make and model.

**Exception:** If the Customer is changing their device due to repair, (i.e. either a temporary swap or a permanent swap to a refurbished device) the Customer does not have to switch to a current wireless data plan as long as the new device is the same make and model as the old device.

- 5. If a wireless data Customer has an existing voice contract but wants to switch to the Pay-per-use Voice Rate Plan, termination charges would apply (to the existing voice contract).
- 6. Customers who add a temporary data plan to their existing voice plan are not eligible for an additional device subsidy.
- 7. SaskTel may at anytime make changes to or eliminate data plans that are offered on a month to month basis with no fixed term contract commitment. Customers will be notified prior to any changes being made to a data plan that is offered on a month to month basis and will be notified prior to the termination of any data plan that SaskTel offers on a month to month basis. In either of such circumstances, the Customer will be given the opportunity to change to an alternate data plan offered by SaskTel of the Customer's choice.
- 8. Charges for long distance, roaming, additional service features and applicable taxes are not included in SaskTel wireless plan pricing.
- 9. SaskTel's approved use policy applies to wireless devices used in conjunction with the Service. Please see Section 2 of the SaskTel Wireless Service Terms of Service (pages 538-548 of SaskTel's Non-Tariffed Product and Services Schedule), SaskTel's Wireless Data Fair Use Policy Non-Tariff (page 619) and SaskTel's Non-SaskTel Network Data Usage Policy (pages 620-621).
- 10. As determined by SaskTel, if a Customer with a data usage limit as a component of the Customer's chosen wireless data plan exceeds their predefined usage limit, the Customer will incur overage charges of \$5/100MB for the remainder of the affected billing period.

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**SaskTel Wireless Data Service Plans Terms and Conditions** – *Continued***Terms and Conditions Applicable to all Wireless Data Service Plans** – *Continued*

Exception: Customers on SaskTel Data Plans for iPad will incur overage charges of \$5/100MB for the remainder of the affected billing period to a maximum overage charge of \$30 per billing period.

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## 11. SaskTel's Wireless Data Fair Use Policy

a) Please see SaskTel's Wireless Data Fair Use Policy Non-Tariff item starting on page 619. It can also be viewed on SaskTel.com at [sasktel.com/fairuse](http://sasktel.com/fairuse).

12. SaskTel will cap data usage at \$50 of data overage charges in Canada and at \$100 of data roaming charges internationally. Customers will receive an SMS notification from SaskTel when they near the \$50 or \$100 limit. SaskTel will send another SMS to notify customers when they have reached the limit, at which point data will be suspended. If the Customer wishes to continue using data and incur additional data usage charges, the Customer can respond via SMS to increase their limit for that bill cycle only. If the Customer does not want to authorize further charges, data services will resume after the billing cycle date has passed. Should a customer wish to permanently opt out of the data capping process, they must explicitly express their consent to SaskTel to increase the data cap. Refer to [www.sasktel.com/datacaps](http://www.sasktel.com/datacaps) for more details.

13. Limited Wireless Data Service Plans (plans that do not include unlimited data and plans that do not have throttles imposed on them) and plans that have a limited data add-on are entitled to purchase a Data Pass add-on.

**SaskTel Wireless Data Service Plans Terms and Conditions** – *Continued***Terms and Conditions Applicable to all Wireless Data Add-Ons****Description**

An add-on is an optional service that is incremental to your monthly subscription. There is no additional contract required when purchasing an add-on.

**Terms and Conditions Applicable to all Wireless Data Pass Add-On**

1. A Data Pass is an add-on that allows a customer access to unlimited data for a consecutive period of time.
2. The Data Pass add-on is only available to customers that have a wireless postpaid plan with limited data (a plan that does not include unlimited data and does not have a throttle limit).
3. Wireless Postpaid plans with unlimited data that are subject to speed throttles as set out in SaskTel's Fair Use Policy are not eligible to purchase the Data Pass add-on.
4. While the Data Pass is active on a Customer's device and as long as the Customer is in Canada, the Customer's usage will not count towards usage limits detailed in SaskTel's Fair Use Policy.
5. Data included in the Data Pass add-on is Canada-wide data and cannot be used outside of Canada.
6. A Data Pass must be purchased through [sasktel.com](http://sasktel.com) or the mySaskTel portal online.
7. Once a Data Pass has been purchased on a device, it cannot be cancelled, refunded, nor transferred.
8. Data included in the pass cannot be shared across multiple devices. This does not preclude a shareMORE customer from buying a Data Pass add-on, it only restricts the shareMORE customer from sharing the Data Pass add-on with other devices in their shared bucket or on their account.
9. The purchase of a Data Pass will count towards your \$50 Domestic Data Cap. The purchase of a Data Pass does not increase your \$50 Domestic Data Cap.

**SaskTel Wireless Data Service Plans Terms and Conditions – Continued**

**Terms and Conditions Applicable to all Wireless Data Sharing Plans**

1. For data sharing plans (“shareMORE Data Plan”), the Customer’s data Services are available on a first-come, first-served basis in each monthly billing cycle among the subscribers designated on the Customer’s account. Voice Services and features including Call Display, Enhanced Voice Mail, SMS and MMS in a shareMORE Data Plan are not shared among subscribers.
2. The Customer, whose name is on the bill, is responsible to pay for all additional usage charges on the Customer’s account for excess usage of the Service, whether authorized by the Customer or a designated subscriber on the Customer’s account. Additional usage accrues at the unit level.
3. Customers who subscribe to the shareMORE Canada & U.S. voice tier are required to stay on that tier for the duration of their contract term.
4. shareMORE Top-ups are only available for shareMORE customers and increase the total data to the Customer in a given billing month.
5. Customers on the shareMORE Canada & U.S. Plan can use their shareMORE Top-up data in both Canada and the United States.
6. shareMORE Nationwide, shareMORE Local, and shareMORE Data Only customers can only use their shareMORE Top-up data within Canada.
7. Any unused portion of shareMORE Top-up data will be removed from a Customer’s account at the end of the billing period in which it was purchased.
8. shareMORE Top-ups cannot be cancelled nor refunded after they have been purchased.
9. When a shareMORE Top-up is purchased for a bucket of data, the shareMORE Top-up data is available to all members sharing that bucket of data.
10. The purchase of a shareMORE Top-up will count towards your \$50 Domestic Data Cap. The purchase of a shareMORE Top-up does not increase your \$50 Domestic Data Cap.

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**SaskTel Wireless Data Service Plans Terms and Conditions – Continued****Terms and Conditions Applicable to all BlackBerry Service Plans**

1. Termination fees apply to all **BlackBerry**® customers, including National and Regional customers (even if the service is changing from a **BlackBerry** data plan to a PDA/smartphone data plan or to a Wireless Modem data plan).
2. If a Customer terminates the Service used in conjunction with their **BlackBerry** wireless device, their device will not function on SaskTel's network if that Customer only has a voice only wireless service contract with SaskTel.

**Terms and Conditions Applicable to all BlackBerry and Smartphone with Features Plans**

1. A postpaid wireless voice plan is required.
2. The features included in the \$25 **BlackBerry** Email and IM with Features, the \$25 **BlackBerry** Social with Features, and the \$40 **BlackBerry**/Smartphone Internet, Email and IM with Features plans are Call Display, Enhanced Voice Mail, and Unlimited Text Messaging. Substitution of other features for the included features is not allowed. Additional calling features are available at standard rates.
3. Customers can opt out of single features within the \$25 or \$40 plans with Features. However, Customers who do choose to opt out of features will still be required to pay the standard monthly rate for their selected plan.
4. Customers on these plans are not eligible for the three months of unlimited data promotion.
5. Tethered Data is available upon request.
6. Regular data roaming charges apply when a **BlackBerry** or smartphone is used outside of Canada. U.S. Roaming is \$0.07/MB.

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

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**SaskTel Wireless Data Service Plans Terms and Conditions – Continued****Terms and Conditions Applicable to all Unlimited BlackBerry with Features Plans**

1. Internet access is not available with the \$15 **BlackBerry**® plan.
2. The \$25 **BlackBerry** Social with Features Plan allows access to **MySpace**™ and **Facebook**™ only. E-mail access and browsing outside of these two web-sites is not available with this plan.
3. These plans are not available with **BlackBerry** Enterprise Server.
4. These plans include personal e-mail and instant messaging (with **BlackBerry** Messenger service only).
  - **Exception:** The \$25 **BlackBerry** Social with Features Plan does not include e-mail access. A variety of instant messaging applications are accessible with this plan. Refer to [www.sasktel.com](http://www.sasktel.com) for further details.

**Terms and Conditions Applicable to the Smartphone Unlimited Internet, E-mail, and IM with Features Plan**

1. SaskTel's Smartphone Unlimited Internet, E-mail and IM with Features plan is only available in conjunction with select smartphones as determined by SaskTel from time to time.

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*MySpace* is a trademark of Myspace Incorporated used under license.  
*Facebook* is a trademark of Facebook Incorporated used under license.

**SaskTel Wireless Data Service Plans Terms and Conditions – Continued****Terms and Conditions Applicable to Speed Restore add-ons**

Customers with unlimited data plans that have data throttles imposed on them are entitled to purchase Speed Restore add-ons.

**Description**

A Speed Restore add-on is an optional service that is incremental to your monthly subscription. There is no additional contract required when purchasing an add-on.

**Terms and Conditions Applicable to Speed Restore add-ons.**

1. Speed Restore is an add on that allows a customer access to additional data above the throttle limit for the duration of the bill cycle or until full usage of the data amount.
2. A Speed Restore add-on is only available to customers that have an unlimited wireless data plan.
3. A Speed Restore add-on is additional data that can be added to a customer's wireless plan as set out in SaskTel's Fair Use Policy.
4. A Speed Restore add-on must be purchased through [sasktel.com](http://sasktel.com) or the mySaskTel portal.
5. Once a Speed Restore add-on has been purchased, it cannot be cancelled, refunded, nor transferred.
6. Customers can only purchase one Speed Restore 3GB add-on and one Speed Restore 10GB add-on in a bill cycle.
7. Remaining unused additional data will not roll over to a customer's next bill cycle.
8. The purchase of a Speed Restore add-on will count towards the customer's \$50 Domestic Data Cap. The purchase of a Speed Restore add-on does not increase a customer's \$50 Domestic Data Cap.

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