

SaskTel Wireless Data Service Plans Terms and Conditions

Description

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

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**

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- 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.

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. Customers on Talk + Text + Data 35 will incur overage charges of \$10/100MB. Customers on Basic Nationwide 15, Basic Canada & U.S. 15, Promo Nationwide 25, Promo Nationwide 50, Promo Nationwide 50 BYOD, and Promo Canada & U.S. 45 will incur overage charges of \$2/100MB. Customers on Mobile Internet 5, Mobile Internet 60, Mobile Internet 50, and Mobile Internet 120 will incur overage charges of \$25/20GB.

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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 www.sasktel.com/about-us/legal-and-regulatory/legal-and-regulatory.

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 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

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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 except for the Talk + Text + Data 35 plan (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 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

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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.

SaskTel Wireless Data Service Plans Terms and Conditions – Continued

Terms and Conditions Applicable to all Wireless Data Sharing Plans – Continued

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| 11. For totalSHARE, VIP 35, VIP 70, VIP 125, Business VIP Unlimited, and Business Unlimited data sharing plans, the customer's data Services are available on a first-come, first-served basis in each monthly billing cycle among the subscribers designated in the totalSHARE and Business Unlimited groups. Voice Services and features including Call Display, Enhanced Voice Mail, SMS, and MMS in a totalSHARE and Business Unlimited Data Plan are not shared among subscribers. | N |
| 12. 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. | |
| 13. Customers who subscribe to the totalSHARE Canada & U.S, totalSHARE Canada, U.S. & Mexico, or VIP 125 plans are required to stay on that plan for the duration of their contract term. | N
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| 14. Customers with a totalSHARE Data Only subscription must share data with at least one converged (voice and data) totalSHARE, VIP 35, VIP 70, or VIP 125 subscription. | N |
| 15. Accounts may have a maximum of 1 totalSHARE Data Only subscription for each totalSHARE voice and data, VIP 35, VIP 70, or VIP 125 subscription. | N |
| 16. Speed Restore add-ons are available for totalSHARE, VIP 35, VIP 70, VIP 125, Business VIP Unlimited, and Business Unlimited customers and increase the full-speed data available to the totalSHARE or Business Unlimited share group in a given billing month. | N |
| 17. Customers on the totalSHARE Canada & U.S. and VIP 125 plans can use available Speed Restore full-speed data in both Canada and the United States. | N |
| 18. Customers on the totalSHARE Canada, U.S. & Mexico plan can use available Speed Restore full-speed data in Canada, the United States, and Mexico. | M
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| 19. Customers on the VIP 125 plan have the option of using Mexico Speed Restore for their 5 GB Mexico bucket. The Mexico Speed Restore is specific to the Mexico bucket of the VIP 125 plan and no other rate plan. | N

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

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| 20. totalSHARE Nationwide, VIP 35, VIP 70, totalSHARE Data Only, totalSHARE Watch, totalSHARE Watch \$0, Business VIP Unlimited, and Business Unlimited customers can only use their Speed Restore full-speed data within Canada. | M

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| 21. Any unused portion of a Speed Restore full-speed data add-on will be removed from a customer's account at the end of the billing period in which it was purchased. | M
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| 22. Speed Restore add-ons cannot be cancelled nor refunded after they have been purchased. | | F |
| 23. When a Speed Restore add-on is purchased for a bucket of data, the Speed Restore full-speed data is available to all members sharing data in a group. | | F |
| 24. Since the 5 GB Mexico bucket of the VIP 125 plan is non-shareable, the Mexico Speed Restore add-on is NOT available to all members sharing data in a group and only applies to the person who purchased it. | N

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

25. 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.

Terms and Conditions Applicable to Canada & U.S. Plans**Description**

A Canada & U.S. plan allows customers to use their calling and data service while roaming in the U.S.

Terms and Conditions Applicable to Canada & U.S. Plans

1. Customers who subscribe to a shareMORE Canada & U.S. voice tier are required to stay on that tier for the duration of their contract term.
2. Customers who subscribe to a totalSHARE Canada & U.S. plan are required to stay on that plan for the duration of their contract term.
3. Customers who subscribe to the Basic Canada & U.S. 15, Promo Canada & U.S. 45, Promo Canada & U.S. 45 – Unlimited, and VIP 125 plans are required to stay on a Canada & U.S. plan for the duration of their contract term.
4. Customers who subscribe to Business VIP Unlimited CAN & U.S. 150 and Business Unlimited CAN & U.S. 150 plans are not required to stay on that plan for the duration of their contract term.

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Terms and Conditions Applicable to Canada, U.S. & Mexico Plans**Description**

A Canada, U.S. & Mexico plan allows customers to use their calling, messaging, and data service while roaming in the U.S. and Mexico.

Terms and Conditions Applicable to Canada, U.S. & Mexico Plans

1. Customers who subscribe to a totalSHARE Canada, U.S. & Mexico plan are required to stay on that totalSHARE Canada, U.S. & Mexico or a totalSHARE Canada & U.S. for the duration of their contract term.

SaskTel Wireless Data Service Plans Terms and Conditions – Continued**Terms and Conditions Applicable to Canada, U.S. & Mexico Plans – Continued**

2. Customers who subscribe to Business VIP Unlimited CAN U.S. & MX 150 and Business Unlimited CAN U.S. & MX 150 plans are not required to stay on that plan for the duration of their contract term.

Terms and Conditions Applicable to Data Speed Profiling

A data speed profile is the maximum data download speed allowed based on the plan the customer subscribes to. This speed is not determined by network capabilities.

1. The following plans have a speed profile of 250 Mbps, allowing a maximum data download speed of 250 Mbps:
 - a. Basic Nationwide 15
 - b. Basic Canada & U.S. 15
 - c. Promo Nationwide 25
 - d. Promo Nationwide 25 – Unlimited
 - e. Promo Nationwide 50
 - f. Promo Nationwide 50 BYOD

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|**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.

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 excluding the Talk + Text + Data 15 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 or the mySaskTel portal.
5. Once a Speed Restore add-on has been purchased, it cannot be cancelled, refunded, nor transferred.
6. Customers can purchase an unlimited number of the Speed Restore 5GB add-ons and Speed Restore 15GB add-ons in a bill cycle.
7. Remaining unused additional data will not roll over to a customer's next bill cycle.
8. Customers on totalSHARE, VIP 35, VIP 70, VIP 125, Business VIP Unlimited, and Business Unlimited plans will be billed at the group level for Speed Restore 5GB and Speed Restore 15GB respectively.
9. Customers on the VIP 125 plan can purchase 5GB Mexico Speed Restore for their bucket of Mexico data, the Speed Restore is not shareable with the rest of the group.

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

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| 10. Speed Restore add-on data will be accessible for all devices in the shared data group that the add-on was billed to for the totalSHARE, VIP 35, VIP 70, VIP 125, Business VIP Unlimited, and Business Unlimited plans. | F
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| 11. Customers on Total Plans, VIP 20, VIP 90, Ultimate 70, Promo 70, Promo Nationwide 25 - Unlimited, Promo Canada & U.S. 45 – Unlimited, VIP 60, VIP 80, VIP 115, and VIP 135 will be billed at the device level for Speed Restore 5GB and Speed Restore 15GB. | F |
| 12. Speed Restore add-on data will be accessible for only the device the add-on was billed to customers on Total Plans, VIP 20, VIP 90, Ultimate 70, Promo 70, Promo Nationwide 25 - Unlimited, Promo Canada & U.S. 45 - Unlimited, Promo Canada & U.S. 70 – Unlimited, VIP 60, VIP 80, VIP 115, and VIP 135 plans. | F |
| 13. 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. | F |

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

Customers with eligible hard-capped data plans that have data overages imposed on them are entitled to purchase Data Top-up add-ons.

Description

A Data Top-up 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 Data Top-up add-ons

1. Data Top-up is an add on that allows a Customer access to additional data for the duration of the bill cycle or until full usage of the data amount.
2. A Data Top-up add-on is only available to Customers that have a Basic Nationwide 15, Basic Canada & U.S. 15, Promo Nationwide 25, Promo Nationwide 50, or Promo Nationwide 50 BYOD rate plan.
3. A Data Top-up add-on must be purchased through sasktel.com or the mySaskTel portal.
4. Once a Data Top-up add-on has been purchased, it cannot be cancelled, refunded, nor transferred.
5. Customers can purchase an unlimited number of the Data Top-up 5GB add-ons and Data Top-up 15GB add-ons in a bill cycle.
6. Remaining unused additional data will not roll over to a customer's next bill cycle.
7. Data Top-up add-on data will be billed at the device level for Data Top-up 5GB and Data Top-up 15GB.
8. Data Top-up add-on data is not shareable with other devices on the account.
9. The purchase of a Data Top-up add-on will count towards the Customer's \$50 Domestic Data Cap. The purchase of a Data Top-up add-on does not increase a Customer's \$50 Domestic Data Cap.

SaskTel Wireless Data Service Plans Terms and Conditions – Continued

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Terms and Conditions Applicable to Mobile Internet Plans**Description**

A Mobile Internet plan is a service that allows Internet access on the SaskTel wireless network through a Mobile Internet device, please refer to https://www.sasktel.com/store/browse/Personal/Wireless/Phones-and-devices/_/N-26v2?tab=mobile-internet.

Terms and Conditions Applicable to Mobile Internet Plans

10. Local voice calling is \$0.50/min. Long distance rates apply.
11. After the base bucket of data is used up, each 20 GB bucket you start using will cost \$25.
12. U.S. and International roaming is charged on all data used outside of Canada and is not taken out of the data included in the plan or from the additional 20 GB data buckets.
13. Mobile Internet plans are intended for use with a Mobile Internet device, but can be added to any wireless device including phones and tablets.

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