



Morningson Communications Terms and Conditions of Service

Thank you for choosing Morningson Communications as your wireless service provider. The following terms and conditions of service (the “**Terms of Service**”) are needed for legal reasons and are part of your service agreement (the “**Agreement**”) that governs your relationship with Morningson Communications. The Agreement is binding on you and us for each Device and for the Services you receive from us. Please note that some of the Services made available by Morningson Communications, and to which you may subscribe, will be offered and provided to you by Bell Mobility Inc., or one of its affiliates (referred to as “**Bell**”). To the extent that such Services are provided to you by Bell, this Agreement will serve to confirm the rights and obligations as between you and Bell. Morningson Communications in making such Services available to you is acting as agent of Bell. In addition to the Services provided by Bell being subject to the terms and conditions of this Agreement, the same Services may also be governed by reference to additional documentation you receive upon activation or renewal of your device or service, as applicable. Therefore, the current Terms and Conditions of Service are set out here for convenient reference. For more information relating to the provision of Services by Bell where Morningson Communications acts as agent, please do not hesitate to contact Client Care at the Addresses or numbers listed below, or otherwise please refer to your invoice. Bell and Morningson Communications may be referred to as “**us**” or “**we**” in this Agreement.

This Agreement is intended to create and establish of bi-lateral relationships as between each Morningson Communications and Bell (where Morningson Communications acts as agent for Bell), on the one hand, and you, on the other hand. Therefore, all rights and obligations under this Agreement shall be interpreted, unless expressly contemplated otherwise hereunder, as rights and obligations enforceable as between you, on the one hand, and each Morningson Communications and Bell, on the other hand.

1. Definitions

Committed Service Period: (A) The period of 30 days, or 12, 24 or 36 months, or any other period we offer and you select in which you choose to commit to receive Service for a Device, starting on the date Service for that Device is activated; and (B) for a data feature or plan, the period of 12 months starting on the date the data plan or feature is activated.

Device: Any wireless communication device intended for use with the Services, including but not limited to a mobile phone, pager, smartphone, wireless modem, connection card or mobile Internet stick, handheld computer, SIM (subscriber identity module) card or other communicator, and any replacements or upgrades of these.

Service or Services: Any wireless voice, data and other services provided by or through Morningson Communications, or through Bell (where Morningson Communications acts as agent of Bell) including monthly access, system access, plans, airtime, data network access, data usage, 911 services (provision of emergency call routing), voicemail, call display, other features, long distance and roaming, paging, text, picture, video or other messaging, content, downloads, applications, streaming, browser usage, Internet access, Wi-Fi hotspot usage, other usage, wireless payment and other transactions, number transfers, data support, client care, activation, programming, changes (such as account transfer or change of rate plan), upgrades, “loaner” devices, out-of-warranty servicing, administration (such as for NSF cheques and reinstatement after suspension and collection efforts) and re-connection. Devices are provisioned with certain Services; not all Services can be blocked at your request.

Term: The period starting on the date Service is activated for a Device and ending on the termination of this Agreement.

2. Services

Services are available in Morningson Communications, Bell’s and their roaming partners’ coverage areas, on compatible Devices where technology permits. Morningson Communications, Bell and their roaming partners may (i) make changes to the network or other facilities (including changing technology, and, to provide a good experience for the majority of our customers and minimize capacity issues and degradation in network performance, we may take measure including temporarily reducing data throughput for a subset of customers who use a disproportionate amount of bandwidth); (ii) enlarge, reduce or change coverage areas; and (iii) change or end roaming partner relationships, all



at their discretion and without notice; and (iv) limit access to certain coverage areas. Mornington Communications, Bell and their roaming partners are not liable for any changes in your ability to use the Services or the Device resulting from such changes. For your general information only you can refer to bell.ca/coverage for maps and other general information about Bell's Services, coverage and roaming, and to Mornington's website for maps and other general information about Mornington's Services, coverage and roaming. If you roam in a roaming partner's coverage area (including Wi-Fi hotspot use) you are also subject to the terms and conditions of the roaming partner including any limitation or exclusion of liability.

Your rate plan may not be available with all the devices (whether provided by Mornington Communications or not) into which you insert a Mornington Communications SIM card, and pay-per-use charges may therefore apply. If you use your Mornington Communications SIM card with a Device not purchased through Mornington Communications or its authorized dealers ("**Non Mornington Communications Device**"), or without subscribing to a rate plan specific to the Mornington Communications Device or Non-Mornington Communications Device you use your SIM card with, some or all Services (including 911 services) may not work but you agree to continue to pay your monthly fees. You also agree to pay any additional charges for Services which may apply due to the change in Device to another Mornington Communications Device or a Non-Mornington Communications Device. You are responsible (a) to ensure your service plan is compatible with any Mornington Communications Device or Non-Mornington Communications Device, and (b) for charges that arise if you change the settings of your device or SIM card. Non-Mornington Communications SIM cards cannot be activated on Mornington Communications's Network or Services. Services and rate plans may not be available on all Mornington Communications Networks. A different rate plan may apply if you move to another province. Mornington Communications may restrict access to certain Services if you do not subscribe to a rate plan or feature that includes them. Wireless modems, connection cards, mobile Internet sticks and other data-only Devices do not provide access to 911 services.

If you subscribe to a rate plan under which you share airtime or other Services included in your monthly plan with other subscribers on your account (a "**Share Plan**"), these shared Services are available to the group of subscribers on a first come, first serve basis. As a result, an individual subscriber may not be able to use the total amount of included Services set out in his/her Share Plan. Certain Services in a Share Plan are not available for sharing with other subscribers. Your total amount of shared Services available to the group of subscribers at any given time is subject to the size of the group and each Share Plan chosen by each group member.

3. Pricing and Adjustments.

We will not increase your basic monthly voice plan charge or out-of-bundle voice airtime charge during any Committed Service Period, as long as you remain qualified to receive your chosen plan and Services during the Committed Service Period. If you no longer qualify to receive a plan or the Services at the fees offered to you (for example, a corporate plan or employee plan, due to termination of employment or of a corporate agreement) then you agree Mornington Communications may transfer you to a comparable Service and plan, at the appropriate fees and charges for which you then qualify. During the Term we may increase other fees (including the System Access Fee), and charge additional fees for Services you subscribe to, after giving you 30 days advance notice. Fees for other Services will be as posted from time to time on our website or notified by other means. We may decide to offer upgrades or promotions with eligibility requirements, for a specified time period, at our discretion. At the end of the time period, or if you stop meeting these requirements, we may remove promotions from your account without notice. By accepting any upgrade credit we may offer to you for purchase of an upgrade to your Device, you agree to a new Committed Service Period as required to obtain the credit. Your rate plan and Services may not be available with the upgrade Device.

If you have received promotional consideration, including a reduction or rebate on the price of your Device, you agree to either (a) continue to purchase Services from Mornington Communications, or Bell as the case may be, for the Committed Service Period required by Mornington Communications or Bell, as applicable or (b) pay a Service price adjustment ("**Service Agreement Price Adjustment**" or "**SAPA**") plus applicable taxes if (i) you terminate your Services before the end of the Committed Service Period, (ii) we terminate your Services for non-payment or other



breach before the end of the Committed Service Period, or (iii) you do not activate the Device within 45 days of purchase date. The SAPA is the greater of (a) \$100 or (b) \$20 per month remaining in the Committed Service Period on termination up to a maximum of \$400, plus applicable taxes. Other price adjustments may apply to special offers or promotions, and will be notified to you at or before the time you subscribe to the offer or promotion.

If you have received additional promotional consideration, including additional reductions or rebates on the price of a Device, in connection with activating a data feature or plan on such Device, you agree to either (a) continue to purchase such data feature or plan for the Committed Service Period required by Mornington Communications or Bell, as applicable, or (b) pay a data Service price adjustment (“**Data Service Agreement Price Adjustment**” or “**DSAPA**”) plus applicable taxes if (i) you cancel such data plan or feature, or change to a lower-priced data plan or feature, (ii) we terminate your Services for non-payment or other breach before the end of the Committed Service Period or (iii) you do not activate the Device within 45 days of its purchase date. The DSAPA is \$200 plus applicable taxes. At Mornington Communications’s, or Bell’s discretion, as applicable, the DSAPA may be reduced or apply for a shorter Committed Service Period, as communicated in writing to you.

4. Protection of your privacy.

All information that Mornington Communications and Bell keep about you is confidential, other than publicly available information such as your name, address and listed telephone number. Unless you provide express consent or disclosure is pursuant to a legal power, neither Mornington Communications nor Bell will disclose your personal information to anyone other than to:

- (i) you;
- (ii) a person who, in our reasonable judgement, is seeking your personal information as your agent;
- (iii) another telecommunications service provider to provide you with efficient and cost-effective telecommunications service;
- (iv) another company to supply you telephone or telephone directory related services;
- (v) an agent hired by Mornington Communications or Bell to collect your account, provided the information is required for, and is used only for, that purpose;
- (vi) an affiliate of Bell or Mornington Communications involved in supplying you with telecommunications and/or broadcasting services, provided that the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose
- (vii) a public authority if it appears there is imminent danger to life or property.

Express consent may be taken to be given by you where you provide: written consent; oral confirmation verified by an independent third party; or an audio recording which is retained by Mornington Communications; electronic confirmation through the use of a toll-free number; electronic confirmation via the Internet; or consent through other methods, as long as an objective documented record of your consent is created by you or by an independent third party.

We also protect your personal information in accordance with the Mornington Communications Customer Privacy Policy and the Bell Code of Fair Information Practices when you are buying services from Bell. To view our full Policy and Code, please visit www.mornington.ca or www.bell.ca.

Sharing of information.

By agreeing to enter into this Agreement, you consent to the sharing of account and profile information about you as between Mornington Communications and Bell and their respective agents and authorized dealers, to help them better identify your communication and entertainment needs, and to provide you with relevant information, advice and solutions. If you do not wish to have this information shared as between Mornington Communications and Bell and their respective agents and authorized dealers, please advise Client Care at the addresses or numbers listed below. You understand that without this consent, Mornington Communications and/or the Bell Companies will be limited in their ability to provide you with a simplified Mornington Communications and/or Bell client experience and to provide you with relevant offers to suit your needs.



6. Credit Information.

By agreeing to enter into this Agreement, you also consent to (i) Morrington Communications collecting information about your credit history, including collecting information from Bell, credit grantor or credit reporting agency and maintaining and using information about your credit history, to activate your Service and assist in collecting amounts owed by you, and disclosing your Morrington Communications credit history to other credit grantors and credit reporting agencies.

7. Your telephone number and identifiers

You do not own the telephone number, IMSI, IP address, email address or other identifiers that we have provided or assigned to you and we reserve the right to change any of them if required. We will notify you in advance and we will not be liable for any costs, damages or losses associated with this change.

Your telephone number and other identifiers, and your name or the name of any user of the Device on your account may be automatically transmitted to the person you call, other carriers, or to us. You may permanently block the display by telling us when you activate your service (or any time thereafter), or at any time from the menu of a HSPA Device, or on a per-call basis at any time.

8. Blocking on a per-call basis

If you have an HSPA phone, dial #31# before you dial the desired phone number.

9. Unblocking on a per-call basis

If you have an HSPA phone, dial *31# before you dial a desired phone number.

10. Transferring Your Number to Morrington Communications

If you ask to transfer a phone number currently assigned to you from your existing service provider to Morrington Communications, you represent and warrant that you have the right to make the request and you authorize Morrington Communications to make the transfer-in request to the other service provider on your behalf and to share your name, telephone number, address and other personal information relevant to the transfer request with the other service provider. You agree to complete and sign a request form if necessary. The services of the other service provider, including any features, applications or content, IP address, or any device cannot be transferred to Morrington Communications. You must pay all amounts owing on your account with the other service provider, including early termination charges if applicable.

11. Transferring Your Number to Another Service Provider

If you want to transfer your wireless phone number to another service provider, then, as long as your account and phone number are active, Morrington Communications will process a "transfer-out" request from your new chosen service provider. You must pay any SAPA and/or DSAPA plus applicable taxes resulting from the termination of your Services, and the monthly charges applicable for the 30 days after the transfer is requested. The Services, including any features, applications or content, IP address, or any Device cannot be transferred to your new service provider. We may need to contact you in connection with a transfer-out request to make any adjustments to your rate plan, account, invoicing or services required due to the transfer-out request or termination of the Services, and you consent to such contact.

Morrington Communications is not responsible, or liable to you in any way, for any interruption, disruption or disconnection of services association with the telephone number which is the subject of a transfer request.

12. Warranty



The performance, quality, or suitability of your Device and any accessories or other equipment provided to you in connection with the Service are subject to the manufacturers' warranties and the specifications of Morningson Communications or Bell as the case may be, for the Device and such equipment, and any extended warranty you may have purchased. Your remedy for failure of a Device to meet any applicable warranty is specified in the manufacturer's warranty or extended warranty. Morningson Communications, Bell and/or the manufacturer may (but are not obligated to) perform out-of-warranty repair services. Your Device is also subject to the return policy set out in the service agreement to which these Terms of Service are attached.

For more details about warranties please visit bell.ca/warranty, or morningson.ca, or a Morningson Communications retailer. Dealers may have different warranty, repair and return policies.

Unlocking a Device may void the manufacturer's warranty and Morningson Communications or Bell, as the case may be, will not provide a warranty or any return policy for the unlocked Device.

NEITHER Morningson Communications NOR BELL WARRANT OR GUARANTEE THAT THE DEVICE, EQUIPMENT OR SERVICES WILL OPERATE ERROR-FREE OR WITHOUT FAILURE OR INTERRUPTION, OR THAT ANY COMMUNICATIONS WILL BE PRIVATE OR SECURE. THE POSSIBILITY OF CREATING OR MAINTAINING A MOBILE COMMUNICATION CONNECTION AND THE QUALITY OF THE CONNECTION ARE NOT EQUAL OR ADEQUATE IN EVERY LOCATION AT ANY TIME. SERVICES MAY BE ADVERSELY AFFECTED AND UNAVAILABLE AS A RESULT OF PHYSICAL FACTORS (SUCH AS BUILDINGS, TUNNELS, MOUNTAINS, ETC.) ATMOSPHERIC CIRCUMSTANCES, OR ADJUSTMENTS TO OR MAINTENANCE OF THE NETWORK, FAILURE IN THE INTERCONNECTION, JAMMING TRANSMITTERS, OR OTHER CAUSES.

NEITHER Morningson Communications OR BELL WARRANT OR SUPPORT (A) DEVICES NOT PURCHASED THROUGH Morningson Communications OR THROUGH BELL OR THEIR AUTHORIZED DEALERS, OR (B) DEVICES THAT HAVE BEEN UNLOCKED BY ANY THIRD PARTY.

Morningson Communications DISCLAIMS ANY OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, EXCEPT TO THE EXTENT THAT THIS DISCLAIMER IS EXPRESSLY PROHIBITED BY ANY LAW TO WHICH Morningson Communications OR BELL IS SUBJECT.

Your remedy for failure of a Service to meet any applicable warranty is a refund of charges related to any such failure of that Service lasting at least 24 hours to a maximum of \$20, upon written request approved by us acting reasonably.

13. Updates

Bell may update the software, features and settings on your Device (including Non-Morningson Communications Devices with a Morningson Communications SIM card) including through "**Over-The-Air**" means as necessary, without notice, and you acknowledge and agree that such updates may be required in order to continue receiving the Services.

14. Pre-Authorized Payment

You expressly authorize Morningson Communications, either for itself or on behalf of Bell, to charge your credit card or other pre-authorized payment vehicle the amount of any charges (including taxes) due under your account if (a) you have requested pre-authorized payment via credit card or other pre-authorized payment vehicle, (b) such charges (including any SAPA or DSAPA) are outstanding or (c) the Services and this Agreement are terminated. This will constitute Morningson Communications sufficient authority for doing so. You promise that the credit card for which you have provided information to Morningson Communications is in your name, is valid and has not expired. You promise to promptly advise Morningson Communications if your credit card information changes due to its loss, theft, cancellation or expiry or other reason.



15. Credit and Spending Limit

Mornington Communications or Bell may impose a credit and spending limit on your account at any time. The Services may be suspended at any time if your balance, including unbilled usage and pending charges and adjustments, exceeds this limit. Notwithstanding such limit or suspension, you are obligated to pay us any amounts owing in excess of such limit. We may also change your limit at any time. We will give you advance notice if we impose or change a credit and spending limit. If we suspend the Services, you must pay down your account to an amount below your limit before we will re-start the Services. We may charge an administrative fee to re-start the Services. This credit and spending limit will be imposed, in Mornington Communications's discretion, as an alternative to any required security deposit, but we are not obligated to impose it.

16. Security deposits.

Should your credit rating or usage charges warrant, we may require a refundable security deposit from you at any time during the Term. After 6 months of timely and consistent payments of your account in full, your security deposit will be, at our option, either (a) returned to you, or (b) applied to your account, in either case without interest. Mornington Communications may set off against the security deposit, if any, outstanding amounts, fees and charges owed by you to Mornington Communications or Bell.

17. Charges and Payments

You agree to pay all applicable fees, charges and taxes relating to the Services and the Device(s). If you are a Prepaid client please see the "Prepaid Services" paragraph below. If you subscribe to a postpaid plan, you will be billed monthly. On your first bill, your account will be assigned a billing date and there will be charges for Service incurred between your activation date and your billing date. Your bill is payable upon the date of the bill and if payment is not received and processed by Mornington Communications before your next bill date you will be charged interest on the balance owing at the rate of 1.25% per cent per month with respect to Services purchased from the Mornington Communications, and rate of 3% per cent per month (42.58% per year) with respect to Services purchased from Bell (or such other rate as Mornington Communications notifies you in writing), calculated from the bill date. You must allow adequate time (typically 5 to 7 days) for payment to be received and processed to avoid interest charges.

Your charges will include your monthly fee for your plan, including any data plan (if you subscribe to a postpaid plan) and all applicable taxes, and your bill will include charges, fees and applicable taxes for other Services at Mornington Communications's or Bell's then current standard rates (except as otherwise specified in your Agreement). If Mornington Communications or Bell is required to pay foreign taxes in providing long distance or roaming Services, these will be billed to you. You agree to pay a monthly 911 fee (unless otherwise stated in your Agreement) and a monthly System Access Fee (which fees help recover costs associated with operating and maintaining a wireless network and 911 services, including costs for ongoing maintenance, new equipment installations and technology upgrades. They are not required by nor collected for the government). When your Device sends, accesses, browses, streams, downloads or uploads data, content or applications, you must pay additional data transport, roaming and long distance charges.

Unless otherwise expressed as part of your rate plan, feature or bundle, airtime and long distance usage are rounded up to the nearest minute, and data usage is rounded up to the nearest kilobyte. Rounding practices for U.S. international voice and data roaming may vary. If you use a part of a minute or kilobyte you will be billed and agree to pay for the entire minute or kilobyte. Airtime charges (and long distance charges, if applicable) apply (a) for calls you make, from the time you press "Send" or otherwise initiate the call, until you press "End" or the call is otherwise disconnected; and (b) for calls you receive, from the moment the call connects to our network, including ring time, until you press "End" or the call is otherwise disconnected.

Mornington Communications reserves the right to require immediate payment in full of amounts, whether billed or not, that are inconsistent with your normal usage pattern.

Mornington Communications will apply credits due to you against future charges payable by you under this Agreement, if you notify us within 90 days of receipt of your invoice for which a credit is requested. Failure to notify



us within this time period will constitute your acceptance of such charges as billed. If you are entitled to a credit from us, you represent and warrant that you have made no separate claim for a refund for the same amount from a financial institution. To correct any payment made by you through electronic means (such as Internet or telephone banking or ATM machine), you must first request your financial institution to make the correction. We may charge you an administrative fee for payments rejected for insufficient funds. To obtain certain Services, you may be required to pay by means of pre-authorized debit or credit.

After the end of any Committed Service Period you continue to be charged fees and charges in accordance with the Service plan and features you had selected and for all other Services provided unless or until (a) you contact us or we contact you to change or terminate your Services or (b) such plan or features are no longer available, in which case Morningson Communications may transfer you on 30 days notice to an alternate plan.

18. Prepaid Service

Prepaid clients are also subject to this Agreement. It is in effect on a month-to-month basis until your Services are terminated or your Device is deactivated due to inactivity as set out below. You will not receive a monthly bill or any call or usage detail records. Amounts will be deducted from your prepaid account (i) immediately for usage and pay-per-use Services, and (ii) every month for recurring features and services. If your account remains at \$0 for 120 days or such other period as Morningson Communications may notify you, your Services and Device will be deactivated and you will lose your number. If you wish to reactivate, a re-activation fee may apply and you may be assigned a new phone number. Services may be cancelled or suspended by Morningson Communications without notice if a negative account balance occurs, or if Services are otherwise not paid for. Certain prepaid features you subscribe to require a positive balance in your prepaid account to remain active. If you use an Automatic Top-Up Program to top up your prepaid account, funds may take up to 48 hours to be deposited in your account. The top-up amount will include an amount to clear any negative balance. Value deposited into your prepaid account is available as prepaid credits for your Service and such credits are non-refundable, non-transferable, and will expire after a specified time period. Using your Device as a modem for a PC or other device (“**tethering**”) is not permitted on a prepaid account. For more information about Morningson Communications Prepaid Service, please visit our website at www.morningson.ca. Or call 519 595-8331. You must provide us with accurate name, address and contact information at all times for notice purposes.

19. Transferring responsibility

You may not transfer your account or Services or Agreement to anyone else without our prior consent. You must contact us and a transfer service fee may be charged. Morningson Communications may transfer all or part of this Agreement including any rights in accounts receivable at any time without prior notice or consent.

20. Loss or Theft

You shall notify us immediately at the telephone numbers set out below if your Device or SIM Card is lost, stolen or destroyed. You are responsible for all fees and charges incurred before you notify us, the cost of replacing the Device, and/or any SAPA and DSAPA that may apply if you choose to cancel your Services.

21. Use of Service.

You are responsible to prudently protect and safeguard your Device (including any SIM card) against loss, abuse, theft or damage, and for the use of your Device and the Services by you and any other persons, except as provided under Section 18 above. You shall not use or allow others to use the Service or your Device if such use:

- is for, or results in, any illegal, abusive, annoying or offensive activities, including making available offensive content, the commission or encouragement of a criminal offence, stalking, harassment, spamming, disrupting or interfering with the Internet, any network, computers or other devices, transmission of a virus or other harmful component, defamation, intellectual property infringement, or interference with other clients' service;



- is higher than average or consumes excessive network capacity in Morningson Communication's or Bell's reasonable opinion, or causes our network, or our ability to provide services to others, to be adversely affected;
- is for multi-media streaming, continuous data transmission or broadcasts, automatic data feeds, automated machine to machine connections or peer-to-peer (p2p) file sharing, voice over Internet protocol or any other application which uses excessive network capacity that is not made available to you by Morningson Communications or by Bell, as the case may be;
- is to provide a substitute or back-up for private lines or dedicated data connections such as DSL;
- is to operate an email, web, server farm, news, chat or other service.

You shall not threaten abuse or harass any of our employee or representative. You shall not (a) commit, attempt to commit, or allow others to commit or attempt to commit, any fraud against Morningson Communications or Bell, including fraudulently obtaining Services or Devices, or (b) transform outbound communications into incoming communications or otherwise attempt to avoid applicable charges, or (c) otherwise abuse the Services or flat rate or unlimited use plans, or allow others to do any of the foregoing. You shall not resell, transfer, distribute, share or exploit for commercial purposes any Service or engage in or allow any alteration, copying, reproduction of or tampering with electronic serial numbers or other identification, signalling or transmission functions or components of your Device. You must follow all other service regulations issued or adopted by us. We may immediately suspend, restrict, change or terminate all or part of your Services and deactivate your Device without notice, or take other necessary protective measures if Morningson Communications or Bell has reasonable grounds to believe there is a breach of any of these "Use of Service" provisions.

22. Monitoring

We have the right but not the obligation to access, monitor, investigate and preserve a record of any content transmission or other use of the Services. You consent to any such activities that are undertaken to satisfy any law or to enhance operating efficiencies, improve service levels, assess client satisfaction, or protect Morningson Communications, Bell or their clients from use of the Services contrary to Section 19.

23. Indemnity

You are responsible for and will indemnify us for all damages, losses, expenses and any action, claim or judgment which may be made against Morningson Communications, or against Bell, by anyone in connection with the use of your Device or the Service, or your violation of this Agreement.

24. Licenses.

You grant us and our suppliers a world-wide, royalty-free, unrestricted license to use, copy, adapt, transmit, display and perform, distribute and create compilations and derivative works from, any and all user content you elect to post in connection with the Service, solely as required for us to provide you the Service and no other purpose. You acknowledge that we may store your user content on our or our suppliers' facilities for the purposes of you accessing such content, or others that you wish to have access such content, but that if such content is not accessed within a certain period of time (not less than 30 days from the last access unless we tell you otherwise) or if your Services terminate, we may delete such content without notice to you. If you upgrade or replace a Device, content including pictures, contacts, music, screensavers, applications, games and ringtones may not be capable of being transferred to the other Device.

By enabling or activating any aspect of the Services, including applications, transactions, downloads, games or other content, you agree to abide by any written end-user license, warranty and other terms and conditions that are made available in connection with the use of such aspects of the Services.

25. Changes to this Agreement and the Service.

You agree that this Agreement and any fees, charges or other obligations and any features, options, or other aspects of the Services, may be modified, discontinued or terminated by Morningson Communications or Bell except as otherwise



specified in this Agreement. We will notify you by providing at least 30 days advance notice of any change that affects you. Nothing in this Agreement shall be construed as obligating you to accept receipt of the Services after any change is made to this Agreement, the Services or otherwise; however, your sole remedy in the event of such a change shall be termination of the Services including the payment of any SAPA or DSAPA that may apply (unless otherwise prohibited by law), upon providing 30 days advance written notice. Should you continue to receive the Services after such change is effective, you expressly agree that no additional written agreement or express acknowledgement shall be required to accept such change and, unless otherwise prohibited by law, you specifically waive any and all statutory requirements for notice and express acceptance of such changes except for those provided in this paragraph. You agree that you cannot change this Agreement and that no oral or written statement or representation of any sales agents, representative or employee of Morningson Communications or Bell made to you can change this Agreement.

26. Ending your Agreement and Services

You may contact us at Morningson Communications at the numbers provided at the end of this document to terminate all or part of the Services with respect to a Device, subject to the following:

You may cancel a feature or option. You will be billed the remainder of any applicable monthly charge and any price adjustment applicable to such feature or option in connection with any special offers or promotions, plus applicable taxes.

If you are a prepaid client, you may cancel your Agreement at anytime. Your Services will automatically deactivate if you remain at a zero balance for 120 days or such other period as Morningson Communications or Bell may notify you. There is no SAPA or DSAPA for prepaid clients. Any balance remaining in your account on termination is non-refundable.

If you are on a monthly postpaid plan, you may cancel your Services and this Agreement and deactivate your Device on 30 days advance notice. If you do so before the end of your Committed Service Period, you must pay any applicable SAPA and DSAPA plus applicable taxes.

If you cancel data feature or plan before the end of the applicable Committed Service Period you must pay the DSAPA plus applicable taxes.

We may end your Agreement and any or all Services and deactivate your Device by providing you 30 days advance written notice, or at any time without notice if you do not pay any amount owing when due, including a required deposit, or you otherwise breach any terms of this Agreement. You must pay all applicable SAPA and/or DSAPA plus applicable taxes if we end your Agreement and the Services as a result of your non-payment or other breach of the Agreement.

Upon deactivation of the Device, and/or termination of the Services and this Agreement, you must pay in full all charges that are due including any SAPA, DSAPA, late payment fees and any outstanding payments, fees and charges owing under this Agreement, plus applicable taxes. This obligation survives termination of this Agreement. Any SIM card will be deactivated and may not be reactivated. Morningson Communications will provide a refund of the amount of any credits greater than \$5 which remain outstanding (after netting out any amounts payable by you) upon the termination of this Agreement.

You must contact your financial institution to cancel any direct debit and credit card authorizations relating to your account.

27. LIMITS ON OUR LIABILITY.



EXCEPT FOR NON-COMPLIANCE WITH APPLICABLE WARRANTIES OR CONDITIONS, IN WHICH CASE OUR ENTIRE RESPONSIBILITY IS SET OUT IN SECTION 12 (“**WARRANTY**”), PHYSICAL INJURIES OR DEATH, DAMAGE TO PROPERTY CAUSED BY OUR GROSS NEGLIGENCE, OR OUR BREACH OF SECTION 4 (“**PROTECTION OF YOUR PRIVACY**”), WE AND THIRD PARTY PROVIDERS ARE NOT LIABLE TO YOU OR ANYONE USING YOUR DEVICE OR THE SERVICES OR ANY THIRD PARTIES INCLUDING FOR THE FOLLOWING:

- I) DEFECTS, FAILURES OR INTERRUPTIONS IN SERVICE, INCLUDING TRANSMISSION;
- II) ANY DAMAGES, LOSS OF PROFITS, LOSS OF PROPERTY, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, MISAPPROPRIATION OF PERSONAL INFORMATION STORED ON DEVICE OR SIM CARD OR ANY OTHER LOSS, HOWEVER CAUSED, INCLUDING FROM USE OF THE SERVICES OR YOUR DEVICE;
- III) ANY CONTENT TRANSMITTED ON OR RECORDED BY OUR FACILITIES OR OUR SUPPLIERS INCLUDING CONTENT THAT MAY BE ILLEGAL, DANGEROUS, DEFAMATORY, OFFENSIVE OR ANNOYING OR WHICH MAY INFRINGE UPON OTHERS’ INTELLECTUAL PROPERTY, PRIVACY OR OTHER RIGHTS, OR ANY CONTENT, APPLICATION OR SERVICES PROVIDED TO YOU BY A THIRD PARTY FOR USE WITH YOUR DEVICE OR THE SERVICES, EVEN IF WE BILL YOU FOR SUCH CONTENT, APPLICATION OR SERVICES ON BEHALF OF SUCH THIRD PARTY;
- IV) ANY VIOLATION BY YOU OF THE AGREEMENT, YOUR NEGLIGENCE, OR ACTS OR OMISSIONS IN CONNECTION WITH THE SERVICES, OR YOUR DEVICE; AND/OR
- V) LOSS, THEFT, DAMAGE TO OR UNAUTHORIZED USE OF THE SERVICES, YOUR DEVICE, ANY EQUIPMENT, ANY Mornington Communications PREPAID CARDS, VOUCHERS, COLLATERAL, ELECTRONIC RECEIPTS OR THE 2 DIGIT IDENTIFICATION NUMBER.

The following applies when we provide e9-1-1 services (provisions of wireless phone number and location information to emergency service providers): (a) our liability is not limited by the limitations set out below in cases of our deliberate fault, gross negligence or anti-competitive conduct or in cases of breach of contract where the breach results from our gross negligence; and (b) except in cases where our negligence results in physical injury, death or damage to your property or premises, our liability for negligence related to our provision of e9-1-1 services is limited to the greater of \$20 and three times the amount you would otherwise be entitled to receive as a refund for the provision of defective service under this agreement. In addition, in respect of our provision of e-9-1-1 services, we are not liable for: (i) libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over our telecommunications network from your property or premises or recorded by your device or your or our equipment; (ii) damages arising out of your acts, default, neglect or omission in the use or operation of the device or equipment we have provided to you; and (iii) any act, omission or negligence of other companies or telecommunications systems when facilities of such other companies or telecommunications systems are used in establishing connections to or from your facilities and device and equipment.

28. Notices

We may use e-mail, text messages, telemarketing, phone, direct mail, voice mail or any other method which provides reasonable notice to you, to send you notices and changes under this Agreement and to inform you about products and services from Mornington Communications or Bell and related to Mornington Communications and Bell that we think will interest you. You agree to give us prompt notice of any change of name, address, telephone number or other contact information.

29. General

Both Bell and Mornington Communications are federally-regulated undertakings and as such, this Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by



applicable federal laws and regulations of Canada, and only those provincial laws and regulations applicable to it in the province in which the address you provided us is located. These terms and conditions are subject to amendment, modification or termination if required by such laws or regulations. If any provision in this Agreement is declared to be invalid or in conflict with any such law or regulation, that provision may be deleted or modified, without affecting the validity of the other provisions. In the event and to the extent of any conflict or inconsistency among or between this Agreement and any other documentation made available to you in connection with the Services or your Device, the terms and conditions of this Agreement shall prevail. This Agreement does not grant any personal or real property rights in the Service. You agree that this Agreement shall be written in the English language. *Les parties aux présentes conviennent à ce que ce document soit rédigé dans la langue anglaise.* If you are a business, corporation or other entity, then you and the individual user of the Services and the Device shall be jointly responsible for all obligations in this Agreement, individually and together. You represent and warrant that you are of legal age to enter into an agreement of this kind.

30. AGREE AND ACTIVATE

BY (A) SIGNING THE AGREEMENT, WHICH INCLUDES THESE TERMS OF SERVICE, (B) CLICKING “I AGREE” OR SIMILAR ACCEPTANCE IF THIS AGREEMENT IS PRESENTED ELECTRONICALLY, (C) OTHERWISE REGISTERING YOUR CONSENT WITH US (SUCH AS VIA A CLIENT CARE REPRESENTATIVE OR INTERACTIVE VOICE RESPONSE SYSTEM) OR (D) ACTIVATING THE SERVICE, YOU AGREE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING THE LIMITS ON OUR LIABILITY AND AGREE TO CAUSE ALL PERSONS WHO USE THE SERVICES OR DEVICE UNDER YOUR ACCOUNT TO COMPLY WITH THIS AGREEMENT.

IF YOU DO NOT AGREE WITH THIS AGREEMENT, DO NOT PROCEED WITH THE ACTIVATION OF YOUR SERVICE AND PLEASE RETURN THE DEVICE TO US IN ITS ORIGINAL CONDITION WITH ALL INCLUDED ACCESSORIES, MANUALS AND PACKAGING INTACT WITHIN THE APPLICABLE RETURN PERIOD/USAGE LIMIT. SIM CARDS REMOVED FROM PACKAGING OR ACTIVATED CANNOT BE RETURNED.

You acknowledge that Mornington Communications need not sign this Agreement in person and in your presence to have it constitute a valid, binding and enforceable agreement.

31. TO CONTACT US:

Mornington Communications

Milverton Office
16 Mill St. E
Milverton, Ontario
N0K 1M0
(519) 595-8331
1-800-250-8750

Stratford Office
140 Downie St.
Stratford, Ontario
N5A 1X1
(519) 272-0451
1-866-263-8692

www.mornington.ca