

MYNMAX Mobility Terms of Service v2.3

These Terms of Service are applicable to MYNMAX subscribers of Rogers services.

By accessing and using the MYNMAX Mobility Program, you accept and agree to be bound by the terms and conditions of this agreement. In addition, when using these particular services, you shall be subject to any posted guidelines or rules applicable to such services. Any participation in this service will constitute acceptance of this agreement. If you do not agree to be bound by these Terms and Conditions, please do not use this service. If you have already subscribed to this service and you disagree with any updates or changes to these Terms of Service, please notify MYNMAX immediately and we will work with you to cancel and/or transfer your services subject to the cancellation clauses stated below.

- 1. Member.** A customer ("Member" hereafter) who pays annual dues and/or service fees to MYNMAX and/or receives services from MYNMAX.
- 2. No Assignment.** The Member shall not assign this Agreement or any part of it without the prior written consent of MYNMAX.
- 3. Reservations** MYNMAX reserves the right at any time to modify the terms and conditions of this Agreement, or any part thereof to impose new conditions on the Agreement. Except as otherwise stated herein, any modifications to this Agreement shall be effective ten (10) after it initially is posted on the MYNMAX Member Web Portal (portal.mynmax.com). MYNMAX will endeavour to notify the Member of any changes to the terms of service by displaying visual notifications on the MYNMAX Member Web Portal dashboard, however continued use of the MYNMAX services and/or web portal will be conclusively deemed acceptance of such changes.
- 4. Indemnity.** You agree to indemnify and hold MYNMAX harmless from and against any and all claims, actions or demands, judgements against MYNMAX and all losses and expenses MYNMAX might suffer, including without limitation reasonable legal and accounting fees, arising from or in connection with your use or misuse of the Services or any breach of these Terms of Service.
- 5. Disclaimers.** TO THE FULLEST EXTENT PERMITTED BY LAW, ALL SERVICES, HANDSETS, EQUIPMENT AND ACCESSORIES ARE PROVIDED ON AN "AS IS", "WHERE IS" AND "AS AVAILABLE" BASIS, AND WE MAKE NO, AND HEREBY EXPRESSLY DISCLAIM ALL, REPRESENTATIONS,

WARRANTIES AND CONDITIONS, WHETHER IN RESPECT OF THE SERVICES, ANY HANDSETS, EQUIPMENT, ACCESSORIES OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF WORKMANSHIP, MERCHANTABILITY, SATISFACTORY QUALITY, LATENT DEFECTS, MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE. WE DO NOT REPRESENT, WARRANT OR GUARANTEE THAT THE SERVICES WILL BE TIMELY, ERROR-FREE, SECURE, ACCURATE, RELIABLE OR UNINTERRUPTED OR THAT ANY MESSAGE WILL BE PROPERLY TRANSMITTED OR RECEIVED.

6. Exclusion and Limitation of Liability.

a) TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU OR ANY OTHER PERSON IN ANY EVENT FOR ANY LOSS OR DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, MORAL, SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES FOR HARM TO BUSINESS, LOSS OF INFORMATION OR DATA, LOSS OF PROFIT, SAVINGS OR REVENUE OR FAILURE TO REALIZE EXPECTED PROFIT OR SAVINGS OR OTHER NON-DIRECT, COMMERCIAL OR ECONOMIC LOSS OR DAMAGE OF ANY KIND UNDER ANY LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF OR COULD REASONABLY FORESEE THE POSSIBILITY OF SUCH DAMAGE OR LOSS, INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGE ARISING FROM OR IN CONNECTION WITH THE SERVICES, HANDSETS OR EQUIPMENT, THE FAILURE OR UNAVAILABILITY OF THE SERVICES, HANDSETS OR EQUIPMENT, THE USE OF THE SERVICES, HANDSETS OR EQUIPMENT OR ANY UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT, LOSS, CORRUPTION OR DESTRUCTION OF COMMUNICATIONS, INFORMATION OR DATA.

b) Notwithstanding the above provision, except in cases where negligence on our part results in physical injury, death or damage to your property or premises, our liability for negligence related to the provision of emergency services on a mandatory basis 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 these Terms of Service.

c) In respect of the provision of emergency services on a mandatory basis, we are not liable: (i) for libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over the tele-communications network from your property or premises or recorded by your equipment; (ii) for damages arising out of your act, default, neglect or omission in the use or operation of equipment sold to the Member by MYNMAX; or (iii) for damages arising out of the transmission of material or messages over the telecommunications network, which is in any way unlawful.

d) When facilities of other companies or tele-communications systems are used in establishing connections to or from facilities and equipment controlled by you, we are not liable for any act, omission or negligence of the other companies or telecommunications systems in relation to the provision of emergency services on a mandatory basis to you.

e) Our liability with respect to the provision of emergency services on a mandatory basis is not limited by the three preceding provisions in cases of deliberate fault, gross negligence or anti-competitive conduct on our part or in cases of breach of contract where the breach results from our gross negligence.

f) You acknowledge and agree that:

- o i) you will have no contractual relationship whatsoever with a carrier upon which you roam;
- o ii) you are not a third party beneficiary of any agreement between us and such carrier; and
- o iii) such carrier will have no legal, equitable or other liability of any kind to you. For the purposes of the foregoing limitation of liability of such carriers, you acknowledge and agree that we are acting as the agent of such carriers.

g) THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THESE TERMS OF SERVICE APPLY TO OUR ACTS OR OMISSIONS AND THOSE OF OUR AFFILIATES AND SERVICE PROVIDERS AND OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "SUPPLIER PARTIES"), AND WILL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND, OR CLAIM INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, AND SHALL SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY

7. **This Service.** MYNMAX utilizes wireless and mobility services from its telecommunication vendors and at its discretion shall provide said services to the Member and its Employees (as defined below). The Member agrees to purchase from MYNMAX, certain wireless voice, data and/or messaging telecommunications services as set forth in the "Price Plan and Features & Rates" attached hereto and any other services that the telecom partner(s) may offer from time to time that are selected by the Member and at additional cost (the "**Services**") in accordance with the terms and conditions of this Agreement.

8. **Ordering of Services.** Services may be ordered from time to time by an authorized officer of the Member by requesting to activate a corporately paid cellular phone line or data-access card (both hereafter as "**Line**"). These are Lines for which the Member shall be directly responsible to MYNMAX to pay for all usage and

charges incurred by the users of such Lines; regardless of how, when, where, or how much usage has occurred. The Member acknowledges and agrees that it shall be liable for **all** amounts owing to MYNMAX for **all** subscribed Lines. To order Corporately Paid Employee Lines, the Member shall have the applicable authorized person, as set forth on the MYNMAX Application for Membership.

Employees (also hereafter "**Member**") of a Member Corporation may also order services under a separate personally-paid account. Employee Members agree to be personally responsible for all charges incurred for all usage regardless of how, when, where, or how much usage has occurred.

9. **Mobile Device Purchases.** The Member may purchase from MYNMAX certain Devices for use in connection with the Services subject to the terms and conditions of this Agreement and any other terms and conditions of purchase that MYNMAX has advised Member of in writing or by method(s) of electronic communication.

10. **Term.** The term of this Agreement (the "**Term**") commences as of the date of agreement, or date of engagement (hereafter "Effective Date") and shall continue until the earlier of:

- i) the date this Agreement is terminated or any other applicable provision of this Agreement and,
- ii) the day upon which the last of the Corporately Paid Employee Lines is disconnected or removed from the MYNMAX Mobility Program and,
- iii) all Cancellation requirements are fulfilled below.

11. **Cancellation.** MYNMAX may terminate this agreement and service to the Member without any notice and at its sole discretion. The Member may submit their intent to cancel this agreement and associated services by providing 30 days notice via email to mobility@mynmax.com.

a) MYNMAX will accept the cancellation request providing the following conditions are met:

- ii) The Members account is paid up in full and in good standing.
- iii) All lines & devices that were bound by terms (if any) have been bought out in full.
- iv) The Member has paid what is left on the Service Contract balance. See **PRICE PLAN – FEATURES & RATES** for details.
- v) The Member has paid any applicable Economic Inducement Recovery fees as calculated in section "**Inducement Recovery Fees**".

b) If any of the above cancellation requirements are not met, MYNMAX may interdict the transfer of some or all phone numbers to an alternate carrier until such conditions are met.

c) There is a flat fee of \$50 to process a port-out or cancel a Line (on a Per Line basis). This fee is an administration charge not tied to any contract penalties, and still applies to any Lines that are subscribed on a Month-to-Month (no-contract) basis. Any contract penalties or Economic Inducement Recovery Fees still apply separately from this cancellation fee.

12. **Pricing.** MYNMAX will provide to the Member and its Eligible Employees the rates set out on the Price Plan and Features/Services Schedule attached hereto ("**** PRICE PLANS – FEATURES & RATES ****")

13. **Commencement of Charges.** You will be billed for service starting from the day your SIM card is activated and shipped. You will not be provided a refund for any length of time that you **a)** delay installing the SIM card, **b)** encounter any technical or other obstacles **c)** experience delays in porting your number into MYNMAX from another carrier, **d)** delays caused by the courier or postal service or **e)** any other reason where MYNMAX or its employees are not directly responsible.

14. **Ownership.** When porting in, or subscribing to a brand new phone number under the MYNMAX Mobility Program, the Member understands that MYNMAX assumes ownership of such phone number as long as it remains active. The Member make re-take ownership when cancelling and porting the phone number to another mobility carrier once their account is fully paid and in good standing in accordance with the terms of cancellation.

15. **Payment Responsibility.** The Member understands and agrees that they shall be responsible for the applicable charges as specified in the terms and conditions of services imposed by the wireless provider including, all flow-through charges, roaming charges, data overage charges, additional usage surcharges, all applicable taxes, assessments or government charges, as well as any penalties assessed due to the failure of a preauthorized payment.

16. **Payment.** MYNMAX will automatically bill the Member each month, and charges will be processed via preauthorized credit card, or preauthorized bank withdrawal (direct debit). Alternative forms of payment will only be accepted if agreed upon by MYNMAX. The Member agrees to always maintain a current and valid method of preauthorized payment with the MYNMAX Accounting department. Changes to your payment method can be made online (portal.mynmax.com) or by calling 1-866-669-6629 extension 3.

17. **Payment Penalties.**

NSF or Bank Account Closed	\$40.00
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Credit Card Declined, Expired, Number Change etc	\$20.00
It is your responsibility to keep your payment method up to date! You can update your preferred method of payment within the MYNMAX Portal (portal.mynmax.com) by clicking on the 'gear' icon on the menu bar and selecting " <i>Payment Methods</i> ".	

18. **Refunds.** Most refunds will be provided in the form of a bill credit on an upcoming mobility statement. In the event that a Member is to be issued a refund to a credit card, MYNMAX will require to collect the Members credit card number so that a manual refund may be processed. For security reasons MYNMAX cannot make refund to credit cards that are already stored within the currently utilized payment system.
19. **Economic Inducement Recovery Fee (EIRF)** An EIRF applies when service is cancelled and MYNMAX has provided an Economic Inducement (also known as an activation credit, BYOD credit, or service contract) when the line was activated. The calculation of an EIRF is as follows:
- o a) $EIRF = ([Total\ Credits\ Received] - (([Maximum\ Credits\ Available / 36] * Months\ of\ Active\ Service)) * 1.03 + applicable\ taxes.$ Any number greater than 0 results in a balance owed by the Member to MYNMAX.
 - o b) The amount of the Economic Inducement is equal to the aggregated total of all credits provided (activation, conversion, renewal, hardware, service contract or otherwise) and the Device Savings Recovery Fee (the "DSRF"), which is equal to the no term price of the device, less the amount the Member paid - at the time of activation The parties acknowledge and agree that the Economic Inducement Recovery Fees are payable by the Member when a Line is terminated prior to the end of the agreed upon Line Term as a genuine pre-estimate of liquidated damages and not as a penalty.
20. **Privacy - What Personal Information We Collect.** MYNMAX will collect information used to identify you such as your name, address, phone number, and other pieces of information that may assist in determining risk such as business history or place of employment. We also collect payment information to be validated and stored in a secure third-party payment provider; **VersaPay** , a Canadian provider of payment services (www.versapay.com).
21. **Privacy - How To Change Your Personal Information** We aim to allow Members to update their information via the MYNMAX Web Portal (portal.mynmax.com). Any piece of information the Member is not able to update via the portal can be requested by email (ask@mynmax.com).
22. **Privacy - How We Use Your Personal Information** We use your personal information only for the purposes of internal operations, generating invoices, payments, & reporting.

23. **Privacy - Who We Disclose Your Personal Information To** We store your payment information securely within a third-party payment system called “VersaPay”. VersaPay is a compliant PCI Level 1 Service Provider within Canada. (<http://www.versapay.com/company>). MYNMAX does not use or disclose personal information for purposes other than those for which it was collected, except with the consent of the individual or as required by law. MYNMAX retains personal information only as long as necessary for the fulfillment of those purposes.
24. **Additional Usage Surcharge.** Any usage on a Line that results in additional charges will be subject to a surcharge applied to the sum total of all additional charges. This does not apply to monthly plan add-on features but does apply to, but not limited to charges resulting from:
- o i) International Travel Packages
 - o ii) Overage charges on Travel Packages
 - o iii) International Voice Calls, Texting or Data Usage
 - o iv) Pay Per Use service such as Directory Assistance, 1-900 numbers
 - o v) Long Distance
 - o vi) International Texting
 - o vii) Domestic Data Overage
 - o viii) Any other charges as deemed applicable by the source carrier records
25. **Loss or Theft.** The Member is responsible to notify MYNMAX immediately if loss or theft of a Line has occurred. The Member will be responsible for all usage incurred up until and including the day it was reported lost or stolen, provided this notification is sent and received by MYNMAX before 4:30pm Mountain Standard Time. Notification of a lost or stolen Line must be submitted by email to mobility@mynmax.com.
26. **Data Usage & Overage.** The Member acknowledges they are responsible for monitoring, and regulating the data usage of all Line(s) regardless of who is accessing or using the Line(s). The Member acknowledges that MYNMAX is unable to provide real-time data usage metrics and agrees to monitor their own usage by way of Mobile Apps such as "**My Data Manager**" (free from both the Android and Apple App stores). The Member agrees that their guaranteed no-charge data pool (hereafter “SubPool”) is comprised by the sum of all data-contributing Lines. Any data usage above and beyond this SubPool is subject to overage rate charges entirely at the discretion of MYNMAX.
27. **MegaPool Access & Bonus Data.** Eligible corporately-paid Lines will be granted access to receive additional bonus data, awarded to each Line that has exceeded it’s own data contribution up to a capped amount. This capped amount of bonus data is determined by MYNMAX at its own discretion based off how

much unallocated data there was remaining in the entire MYNMAX Pool (hereafter “MegaPool”) within the same carrier contract. The Member agrees to pay for all data overage charges in excess of their SubPool and not covered by bonus data.

28. **BYOD Eligibility.** Members who subscribe to a Voice & Data Megapool Line using a mobile device they own outright and activate a new phone number or port in a phone number from an different carrier other than Rogers may be eligible for a discount as specified in "**PRICE PLANS – FEATURES & RATES**". If at any point the Member purchases a subsidized (discounted) device through this MYNMAX Mobility Program, or is the recipient of an Inducement Credit (also known as an activation credit) the Line associated with such device purchase or Inducement Credit will no longer be eligible for the discount on that particular Line.
29. **Security Deposit.** When activation credits are extended to the Member either as cash-equivalent (bill credit), or in the form a discounted (subsidized) device purchase, the Member will be required to pay a security deposit (as specified in “PRICE PLANS – FEATURES & RATES”) for the entire duration of the Term. The Security Deposit will be refunded at the earlier occurrence of i) the expiration of the Term or ii) the Contract Term is bought out by paying any and all applicable penalties, cancellation fees, and Economic Inducement Recovery Fees (EIRFs).
30. **International Travel.** Travel by the Member to anywhere outside of Canada may result in international usage charges. The Member is responsible to notify MYNMAX 48 Hours prior to leaving Canada to ensure proper travel coverage can be recommended by MYNMAX to the Member. The Member agrees to pay for any travel coverage requested, and the Member also agrees to pay for any charges levied by a foreign telecom regardless if a travel package was purchased or not. The Member understands they are responsible for fully understanding the amount of Voice, Texts and Data covered by a Travel Package as well as the overage rates that apply when and Voice, Text or Data usage exceed what is covered by their Travel Package. MYNMAX will not be held liable for any international usage charges for any reason. If the Member does not want to incur any international charges it is recommended to leave the device within Canada.
31. **Billing Disputes.** Any billing disputes must be communicated to MYNMAX by email (mobility@mynmax.com) within 30 days of the published date. While MYNMAX will always endeavour to provide accurate billing information it is the Members responsibility to review their bill and to identify any concerns, or errors in a timely (30 day) manner. Failure to notify within 30 days may result in a credit being denied.

PRICE PLANS – FEATURES & RATES

(Applicable only to Lines subscribed through Rogers)

	Unit of Measure	BYOD Voice & Data	Data-Only Card
Base Rate Plan	EA/MONTH	\$55.00	\$15.00
BYOD Discount	EA/MONTH	\$10.00	N/A
Included Features			
– Unlimited Canada-wide Calling		Yes	No
– Unlimited Texting		Yes	No
– Contribute Data to Pool		3GB	NONE
– Access to shared Data Pool		Yes	Yes
– Call Waiting		Yes	No
– Call Display		Yes	No
– Call Conferencing		Yes	No
– Call Forwarding		Yes	No
– Enhanced Voicemail (30 msg)		Yes	No
– Visual Voicemail		Yes	No
Length of Term Commitment		Month to Month	Month to Month
Bonus Features			
Data Megapool Access	EA	Corporate Accounts	Corporate Accounts
Voice calls			
Long Distance: CAN to US	MINUTE	\$0.20	N/A
Call Directory	EA	\$2.50	N/A
#TAXI	EA	\$2.50	N/A
411 Calls	EA	\$3.50	N/A
Text Messages			
Text Messaging: CAN to US	EA	\$0.40	N/A
Text Messaging: US Roaming	EA	\$0.40	N/A
Added Value (Optional)			

Unlimited Voice/Text CAN to US	EA	\$15.00	N/A
Blackberry BES	EA	N/A	N/A
Voicemail to Text	EA	\$0.00	N/A
Device Protection (Apple iPhones)	EA	\$11.00	N/A
Device Protection (other devices)	EA	\$10.00	N/A
Hardware Service Rates			
Hardware Shipping & Handling	EA	\$25.00	
Line Maintenance Rates			
Phone Number Change	EA	\$20.00	N/A
Line Suspension/Vacation Disconnect	EA	\$22.50	N/A
Mid Contract Rate Change	EA	\$35.00	\$35.00
Fees			
One-Time Admin/Activation/Port-In Fee	per line	\$20.00	\$20.00
Security Deposit When Credits Extended	per line	\$155.00	N/A
Early Cancellation Fees on Service Contract	EA	\$50 + Any EIRF	N/A
Data Subpool Overage	1MB	\$0.02	\$0.02
— Overage Rate Converted to GB	1GB	\$20.48	\$20.48
Additional Use Surcharge	per \$ usage	3%	3%