



# TERMS OF SERVICE

The agreement between you ("**Customer**" or "**you**") and Tuckersmith Communications Co-operative Ltd. ("**TCC**", or "**we**") includes the following documents, as they may apply to you:

- a summary setting out critical information about what you are signing up for ("**Critical Information Summary**");
- an agreement page so you can signify your agreement to our terms; and
- the actual terms of service spelling out your, and our, obligations (including the schedules attached) ("**Terms of Service**" and "**Schedules**")

(together the "**Agreement**").

You should review the entire Agreement. All of the parts are important and together create a legal contract that applies to you once you have accepted it. TCC relies upon your promise that you have reached the legal age of majority in your province or territory of residence and are authorized to enter into this Agreement. If you are a small business, then you and the individual user of the Services and the Device (defined below) are jointly responsible for all obligations in this Agreement, both individually and together. To help you to understand your rights and obligations under this Agreement, these Terms of Service are written in a question and answer format. At the end of these Terms of Service you'll find TCC's contact information.

**1. What is covered by this Agreement?** This Agreement is for "**TCC Services**" or "**Services**" (as they will be called in this Agreement), whether prepaid ("**Prepaid**") or postpaid ("**Postpaid**"), which include any wireless telecommunications services provided by or through TCC, including voice, text, data (including content) or other services, and account administration (for example, account changes and Customer support). This Agreement also applies to any wireless device ("**Device**") to be used with the Services. Only TCC issued subscriber identity module cards ("**SIM Cards**"), which are required to connect your Device to TCC networks, can be activated on TCC networks.

**2. How do I accept this Agreement?** You **(a)** sign the signature page of this Agreement; **(b)** click "I Agree" or perform any other form of electronic acceptance; **(c)** agree verbally to enter into this Agreement; or **(d)** activate or use the TCC Services.

## Your Marketing Communication Preferences

**3. How does TCC market products and services to me?** TCC contacts you in many ways, including electronically and over your Device. You can choose how you wish to receive marketing communications from TCC as set out below.

**(a) Electronic Communications:** Unless you decline or withdraw your consent at a later date, you agree that TCC, their affiliates may:

- (i)** send you communications by any means, including electronically, which include commercial information we think may be of interest to you about TCC's products and services and the products and services of our third party marketing partners;
- (ii)** use certain information about your account and network usage, in a way that does not personally identify you, to prepare reports for our own and others use; and
- (iii)** use certain information about your account (such as Device or equipment type, postal code and language preferences) and network usage to make some of the communications you receive, and the ads you see on the Devices and equipment used to access our networks, about TCC's products and services and the products and services of our third party marketing partners more relevant to you. The information collected may include: for mobile, Internet and/or home phone services, information such as web pages visited, apps used, geographic location and calling patterns, and for TV services, information such as programs viewed.

If you do not wish to receive such communications or allow the use of your information for these purposes, please visit contact TCC to change your preferences.

**(b) Telemarketing and Automatic Dialers:** Unless you decline or withdraw your consent at a later date, you agree that TCC may contact you by phone at your mobile number (and/or at any other contact numbers which you provide from time to time), and using automated dialing and/or announcing devices, to inform you of new offers and promotions, including but not limited to telemarketing messages. If you do not wish to receive such communications or allow the use of your information for these purposes, please call 519-263-2211.

## Availability of Your Service and 9-1-1 Limitations

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**4. Where are the Services available?** Visit [www.tcc.on.ca/page/cellular](http://www.tcc.on.ca/page/cellular) for our latest service coverage areas and maps. Note that TCC and our roaming partners may, without notice, change networks or geographical coverage areas (both in and out of Canada) and remember that TCC isn't liable for any loss you or anyone else may suffer as a result of any disruptions or outages to the Services, or as a result of any changes to the networks or geographical coverage areas (both in and out of Canada).

**5. What speed can I expect from the Services?** As fast as our technology and ability allow. TCC doesn't guarantee the Services will achieve peak speeds (even if you pay extra to get higher peak speeds). TCC may deliver your Services from its different networks (including mobile networks and WiFi networks) in order to facilitate optimal network performance. If you violate TCC's Responsible Use of TCC Services policy ("**Responsible Use Policy**") in Schedule B, then TCC may reduce your speed for network management purposes. If you'd like, you can review the Responsible Use Policy for greater detail.

**6. Is 9-1-1 always available?** No. TCC provides 9-1-1 emergency call routing Service ("**9-1-1 Service**"), which may not always work for a variety of reasons. Also, 9-1-1 Service does not work with all Devices: data-only Devices like tablets, modems and turbo sticks/hubs can't be used to call or access 9-1-1. While TCC provides emergency call routing when the 9-1-1 Service is available and the Device is capable, it is your local government that provides the 9-1-1 emergency response services. If you live in an area where 9-1-1 emergency response services are not available, then your call may not be routed to a live operator. Contact your local government for additional information. For an explanation about enhanced mobile emergency call routing such as e-9-1-1 Service and information about where e-9-1-1 Service might be available, please contact TCC At 519-263-2211.

## Your Services

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**7. What is the length of my commitment?** Month-to-month ("**Month-to-Month Term**"), unless you and TCC agree to a different commitment period ("**Commitment Period**"). If you agreed to a Commitment Period of **12** months or longer, TCC will notify you **90** calendar days prior to the expiry of your Commitment Period. To ensure continuity after your end date, this Agreement will continue to apply and TCC will continue to provide you with TCC Services on an ongoing Month-to-Month Term, unless you cancel your Agreement as provided in **Section 57** or the Rate Plan (defined below) you subscribe to is no longer available.

**8. What is the difference between a Rate Plan, an Add-on and Pay-Per-Use Services?** TCC provides you with a variety of subscription options when ordering TCC Services. You can subscribe to a pre-defined bundle of Services (your "**Rate Plan**"), add features (not within the bundle) that interest you (an "**Add-on**"), and have the additional option of using and paying for certain Services as-needed ("**Pay-Per-Use**"). The amount you must pay for any use of the Services (your "**Charges**") will vary depending on the combination of Services you select. Any usage over and above that which is included in your Rate Plan or Add-on is additional usage ("**Additional Usage**") and will be charged in accordance with **Section 9**. Remember that you are responsible for choosing the combination of Services that is most appropriate to your needs.

**9. What happens if I exceed the usage limits of my Rate Plan or Add-on?** You will pay extra for that. Additional Usage will be charged to you at the Pay-Per-Use rate, unless your Rate Plan or selected Add-ons specify a different rate, which may change over time in accordance with **Section 55**.

**10. Will I have to pay any fees in addition to the Charges described above?** There may indeed be cases where additional fees ("**Fees**") apply, for example, if a Customer service representative completes a transaction on your behalf. Fees are usually charged separately from your Rate Plan and may change from time to time in accordance with **Section 55**.

**11. How does TCC help me to manage my account and Charges?** You can review your account and your voice, text and data usage by downloading the **Bell Self Serve App** to your Device. You can update account information, add Add-ons to your account, view your Rate Plan details, and monitor and manage your monthly activity to ensure your usage remains within your Rate Plan or Add-on limits through your self serve profile. Or contact 519-263-2211 for more information.

**12. How does TCC calculate my usage Charges?** It depends on the Service being used.

**(a) Voice:** Both local and long distance calls are rounded up to the nearest minute, unless otherwise stated. Time begins when you initiate a call (for example, by pressing "Send") or, for calls you receive, from the moment the call request connects to TCC's network (which may be before the Device rings) until the time the activity is disconnected (for example, by pressing "End"). If you call a phone number outside of your local coverage area or if you receive a phone call when outside your local coverage area you may be charged

for long distance Services. Airtime and long distance Charges also apply to call forwarding. For an explanation of local and long distance coverage areas, visit [tcc.on.ca/page/cellular](http://tcc.on.ca/page/cellular)

**(b) Text:** TCC counts your incoming and outgoing text messages. Long text messages may be broken up into smaller segments, in which case you will be charged per segment. There may be circumstances where your Device is inactive and incoming text messages are received by TCC's networks but cannot be delivered to your Device. Applicable text Charges continue to apply and you will be billed for those text messages even if you do not immediately receive them. Interactive text messages (also known as premium short code messages) are billed outside of normal text message Charges and additional Fees apply. Premium short code messages can be stopped by replying to a message with the word STOP.

**(c) Data:** Data usage is rounded up to the nearest kilobyte, unless otherwise stated (for example, Mobile TV). Applicable data Charges apply from the moment a data transmission starts and are measured by the data sent and received by TCC's networks in connection with such transmission, whether or not the data request is successfully completed. This means that usage details that you see on your account may be greater than the data actually received by your Device in connection with the Services. Certain Rate Plans or Add-ons that include data may apply to on-Device transmissions only – so if you use your Device as a modem or tether, then you may be charged Pay-Per-Use Charges for data Services. TCC will notify you (or other subscribers on your account) at or before you (or they) reach Additional Usage Charges for data of \$50.00 per subscriber on your account, per billing cycle. If you (or they) wish to continue to incur Additional Usage Charges after this notice, then you (or they) will be given the opportunity to expressly consent to continued Additional Usage Charges. If you (or they) do not expressly consent to such Additional Usage Charges, then your (or their) ability to access data Services will be suspended. You will also receive notice if your access to data Services is restricted or suspended due to a credit limit or past due amounts.

**(d) Roaming:** You're "roaming" whenever your Device has to use another wireless service provider's network to send or receive voice, text or data transmissions. Roaming can occur in Canada or internationally. Depending on your Rate Plan, international roaming rates may be significantly higher. Your Device will not be able to roam internationally unless you ask TCC to enable this function and TCC agrees to do so. Certain Rate Plans do not include international roaming and some Devices are unable to roam internationally. If you enable this function and enter an international roaming area, you will be advised that you are roaming internationally and be provided with details on your roaming rate Charges. For current roaming rate Charges, visit [www.tcc.on.ca/page/add-ons](http://www.tcc.on.ca/page/add-ons). TCC will notify you (or subscribers on your account) once you (or they) reach Additional Usage Charges for international data roaming of \$100 per subscriber on your account per billing cycle. If you (or they) continue to incur Additional Usage Charges after this notice, then you (or they) will be given the opportunity to expressly consent to continued Additional Usage Charges. If you (they) do not expressly consent to such Additional Usage Charges, then your (or their) ability to send or receive data transmissions while roaming will be suspended. You will also receive notice if your data roaming is restricted or suspended due to a credit limit or past due amounts.

Rounding practices for U.S. and international voice and data roaming may vary depending on how the wireless service provider permitting you to access their network calculates usage.

**13. Can I change my Rate Plan after I agree to a Commitment Period?** TCC may restrict Rate Plan changes, or require that you pay a Cancellation Fee (as described in **Section 58**).

**14. What if I move during my Commitment Period?** Certain Rate Plans are only available in certain locations. If you move to a different location than the one indicated on your account and wish to continue your TCC Services, you may need to change your Rate Plan (see **Section 13**) and/or your mobile number.

**15. Can I share my Rate Plan with family and friends?** Certain Rate Plans can be shared (check the Rate Plan details), but there are some things you should consider. If you share a plan with others ("**Share Plan**"), your Services are pooled and made available on a first-come, first-served basis each monthly billing cycle among the subscribers on the account. In other words, you might not receive the full allowance of Services in your Rate Plan in any monthly billing cycle if the included allowance is used up by other subscribers first. Some Services in a Share Plan can't be shared, and some Services cannot be blocked from other subscribers. A Share Plan requires at least two Devices on two separate plans designated as sharable.

**16. Does my Rate Plan include a system access fee and/or \$0.75 9-1-1 Service Fee?** System access fees ("**SAF**") and 9-1-1 Service Fees apply only to certain Rate Plans and are charged as part of the consideration for TCC providing Services to you. Unlike the Government 9-1-1 Fees described in **Section 47**, they are not required by nor collected for any government. If you wish (and subject to **Section 13**), you may select one of TCC's current Rate Plans that do not charge SAF or 9-1-1 Service Fees.

**17. Do I own the mobile number that TCC assigns me?** No. You do not own or acquire any right in any assigned mobile number or identifier for TCC Services (e.g. IP address, email address, web space URL, host name, Internet fax). TCC may, at any time and without liability, change or withdraw any number or identifier assigned to you. Your mobile number may be automatically transmitted to the person you call, other carriers or to us.

**18. Can I keep my mobile number?**

**(a) Transfers to TCC.** TCC will ask your existing service provider to “transfer-in” or “port-in” your existing mobile number if you: confirm that you have the right to make the request; **(ii)** authorize TCC to share with your existing service provider your information relevant to the transfer request (which may include personal information); and **(iii)** complete and sign any required request form. You are responsible for payment of fees and taxes owed to your existing service provider.

**(b) Transfers from TCC.** If you or your new service provider ask us to, and your assigned account and mobile number are active, TCC will process a “transfer-out” or “port-out” request for your mobile number to your new service provider. You are responsible for all Charges, Fees and taxes associated with the transfer from TCC, including any applicable Cancellation Fee and unpaid account balances. Please refer to **Section 57** to understand how to end your Agreement.

TCC is not responsible for any interruption, disruption or disconnection of any services associated with the mobile number which is the subject of a transfer request. A “transfer” of a mobile number does not include the transfer of any associated services (including voicemails), or devices.

**19. Who is responsible for protecting my account and Device?** You are responsible for the protection of your account(s) and password(s) and for all use of your account, the TCC Services and your Device by yourself and any other users (authorized or not). You are responsible to back up and safeguard your data, including your text, email and voicemail messages. TCC may also require that you take proactive measures to protect your Device (such as, for example, updating software). TCC may delete your data and reset your Device to factory settings in certain circumstances.

**20. How does TCC help to ensure responsible use of TCC Services?** TCC works hard to ensure the continuous, efficient operation of the TCC Services and enforces the rules contained in the Responsible Use Policy, with which you must comply. TCC may, but is not required to, monitor (electronically or otherwise) or investigate your use of TCC Services and networks, including Device location, network consumption, use of Programming (as defined in **Section 23**) or your content. TCC may disclose any information necessary to satisfy any law, regulation, governmental or other lawful request from any applicable jurisdiction or as necessary to operate and optimize TCC Services and to protect itself or others and ensure Services are not being used contrary to the Responsible Use Policy.

## Content

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**21. Am I responsible for content that I provide in connection with TCC Services?** Yes. It is your responsibility to ensure that you have the rights to any content you post, upload, store, transmit or communicate to others using the TCC Services, including data, documents, videos, music, photos etc.. TCC is not liable for the unauthorized use or distribution of this content (including third-party content).

**22. Can TCC use my content?** Only as required to provide the TCC Services. In providing the Services, TCC may need to use, copy, adapt, transmit, display, publish and perform, distribute and create compilations and derivative works from your content. By agreeing to receive the Services, you agree to waive your moral rights and you authorize TCC to perform these activities in relation to your content anywhere in the world. You acknowledge that TCC may store your content so you can access it, but that if you fail to access such content within a certain period of time (as determined by TCC), or if the applicable Service is modified or terminated, TCC may delete it without notice to you.

**23. What content does TCC provide?** TCC provides content as part of certain TCC Services, including programming packages and subscriptions, pay-per-view, on-demand and interactive services, applications, a la carte programming and any other related Services that TCC provides to you (“**Programming**”).

**24. Is the Programming I subscribe to always available?** No. All Programming is provided on a “subject to availability” basis and is subject to change. TCC will not refund charges or credit you for any blackout period or temporary interruptions.

**25. Can I redistribute the Programming I subscribe to?** No. Programming may not be redistributed, rebroadcast, transmitted or performed in any form, and no admission may be charged or any other consideration received by or for your benefit from any third party in return for allowing such third party to listen to or view any Programming provided by or through TCC.

## Your Device

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**26. What happens if I want to upgrade my Device?** You will be required to enter into a new Agreement with TCC at the time of the Device upgrade. Early upgrade Fees may apply. Discounted Device upgrade offers are made available in TCC’s sole discretion, and may be withdrawn at any time.

**27. What happens to my content if I upgrade, trade in or replace my Device?** If you plan to stop using your Device, it is your responsibility to delete any personal information and content it contains. To do so, you must reset the Device to factory settings. If you

upgrade or replace your Device, TCC may not be able to transfer your content. If your content is important to you, then ask whether the content can be transferred.

**28. How does TCC install required updates on my Device?** TCC may update the software, features and settings on your Device and/or SIM Card wirelessly as necessary, without notice, and you agree that these updates may be required in order to continue receiving the Services.

**29. Can I unlock my Device and is there a Fee?** If your Device was provided at a discount as part of this Agreement and your account is in good standing and your Device is eligible, you can unlock your Device after a minimum of **90** calendar days, if you pay an unlocking Fee (plus applicable taxes) of \$50.00, or \$150.00 if your account carries a security deposit or is subject to a credit limit. If your Device was purchased from TCC at full retail price or you brought your own Device (originally purchased from TCC), your Device can be unlocked upon request and payment of an unlocking Fee of \$50.00, plus applicable taxes. If your account is in past due, your Device will not be unlocked until your account balance is paid in full using a credit card.

**30. What is TCC's return policy?** If you purchase a Device from TCC which does not meet your needs, you may return your Device (up to **2** Devices per subscriber) if the Device: **(a)** is returned within **15** calendar days of the start date; **(b)** is in "near new" condition with the original packaging, manuals and accessories; and **(c)** has not exceeded **30** minutes of voice usage in the case of phones, smartphones and turbo hubs; or **50** MB of data usage in the case of data-only Devices (such as tablets, turbo sticks, mobile hotspots, turbo hubs). SIM Cards are not returnable once the packaging has been opened or the SIM Card is activated. If you are a person with a disability, your Device may be returned in "near new" condition with the original packaging, manuals and accessories within **30** calendar days of the start date and double the corresponding permitted usage set out above.

**35. What happens if my Device is lost or stolen?** As soon as you let us know that your Device has been lost or stolen, we can suspend your Service. If you report your Device as lost or stolen, and TCC has not been notified of its return within a specified time period, then the Device may be permanently disabled. Remember that this Agreement continues to apply even after you have reported your Device lost or stolen. What happens with your Charges or account balance depends on whether your Services with TCC are on a Postpaid or Prepaid Rate Plan, as set out below:

**(a) Postpaid:** You must pay **(i)** all Charges and Fees, plus applicable taxes, incurred up until such time as we receive your notice that the Device was lost or stolen; and **(ii)** either your minimum monthly Rate Plan Charge (if you continue this Agreement) ("**Minimum Monthly Charge**") or the applicable Cancellation Fee (if you cancel this Agreement).

**(b) Prepaid:** In order to ensure that your future Prepaid funds are not compromised, we will suspend your recurring Charges and any automatic "Top Up" program that you participate in (as further described in **Section 40**) once you notify us that your Device was lost or stolen. However, the Active Period (as further described in **Section 36**) applicable to your existing Prepaid funds continues to run when the Device is lost or stolen. Accordingly, you must continue to manually Top Up your Prepaid account within **7** calendar days of the end of the active period applicable to the Prepaid funds in your account to maintain your existing Prepaid account balance.

**36. What happens if my Device doesn't work?** Check your Device manual for troubleshooting tips that might help you solve the problem. See **Section 52** if your Device is covered by a manufacturer's warranty and needs to be repaired. If you give your Device to TCC for repair, you are responsible for backing up any personal information and content contained on the Device which you want to preserve and then deleting it (by resetting your Device to factory settings) prior to giving your Device to TCC.

**37. Will I receive a loaner Device while my Device is being repaired?** If the Device was purchased as part of this Agreement and either the Device is within the manufacturer's warranty period or you subscribe to TCC's Smart/Phone Care Plan, you will be provided with a loaner device (along with related accessories) ("**Loaner Device**") for free, if we have one available. If TCC is unable to provide you with a Loaner Device and you would otherwise have to pay a Cancellation Fee to avoid paying for Services during this time, then your Services will be suspended and you will not be charged for your Services while your Device is being repaired. If your Device is being repaired by TCC and it is not covered by the manufacturer's warranty then you may be charged a Fee plus applicable taxes for the Loaner Device.

**38. What do I do with my Loaner Device once my Device is repaired?** Simply return it to the retail store location specified by TCC within **5** business days of receiving your repaired Device, unless instructed otherwise by TCC. Please remember that you must delete any personal information and content the Device contains (by resetting it to factory settings) prior to returning the Device to TCC.

**39. What if I lose, damage or fail to return the Loaner Device?** You're responsible for the Loaner Device. If you don't return the Loaner Device in good working order and without visible defects or damage, then you may be charged a Fee to replace the Loaner Device. This Fee may be paid either in-store or, in some circumstances, applied to your account.

## Billing and Payment

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**40. How does TCC bill me for TCC Services?** Your billing arrangement depends on whether we are providing you with Prepaid or Postpaid Services. You must pay all Charges, plus applicable Fees and taxes.

**(a) Postpaid:** If we are providing you with Postpaid Services, you will be billed monthly in advance. Your account will be assigned a billing date ("**Billing Date**"). On your first bill there will be Charges for any Services which were provided between your start date and Billing Date, so the total monthly Charges on your first bill may be different from the amount shown on your Critical Information Summary. Your bill will include Charges for your Rate Plan, your Add-ons and your Pay-Per-Use Services, Additional Usage Charges and any additional Fees, plus applicable taxes. Your bill is payable on receipt. Make sure you pay on time because all amounts owing which are not paid by you or received by TCC by your next Billing Date are overdue and you will be charged and must pay interest at the rate of **3%** per month (**42.586%** per year) ("**Late Payment Charges**") on all overdue amounts calculated and compounded monthly from the Billing Date.

**(b) Prepaid:** If we are providing you with Prepaid Services, you will not receive a monthly bill. You must maintain a positive balance of funds in your Prepaid account in order to use the Services. To add funds to your account, you must "**Top Up**". Taxes are extra. Prepaid funds are valid for a specified number of days starting from the time on the day they are added to your account ("**Active Period**"). Unused funds will expire at the end of the Active Period. Expired Prepaid funds will be restored if you Top Up your account within **7** calendar days of their expiry. If you Top Up your account before your existing Prepaid funds expire (or are used up), then your Top Up will be added to your existing Prepaid funds and the Active Period for the Top Up will apply to the combined amount of Prepaid funds. Prepaid funds are non-refundable. Any Prepaid funds which are added to your account on a promotional basis will expire at the end of the Active Period and are not restored by Top Up. Any included but unused minutes, text messages or data in Prepaid Rate Plans or Add-ons will not carry over beyond the applicable Rate Plan or Add-on period. If you use an automatic Top Up program to add funds to your Prepaid account, the funds may take up to **48** hours to be deposited into your account. You cannot transfer any funds deposited into your Prepaid account to another account. Visit [TCC.ca/prepaid](http://TCC.ca/prepaid) for additional information.

**41. How can I pay for TCC Services?** It depends on whether we are providing you with Prepaid or Postpaid Services. TCC may also have specific payment method requirements.

**(a) Postpaid:** You can pay your bill online through your bank account, by cheque (through the mail) or by credit card, unless otherwise advised. You may also set up a pre-authorized payment plan (which may be required to obtain certain Services). If you provide a credit card or bank account (or other pre-authorized payment method) to TCC for your monthly payments, you authorize TCC to charge your credit card or debit/charge your account for all outstanding Charges, additional Fees, applicable taxes and account balances due under this Agreement, including any applicable Late Payment Charges and Cancellation Fees (as defined in **Sections 40** and **58** respectively). You confirm that the credit card or bank account from which you have authorized payment is in your name, is valid and has not expired. Your current and authorized credit card information appears on your Customer account profile at [www.tcc.on.ca](http://www.tcc.on.ca), and your current authorized bank account information is on your Preauthorized Debit Authorization form. TCC may charge your account a Fee plus applicable taxes if your payment is refused by your financial institution for insufficient funds to the extent permitted by law. This Fee is to offset costs incurred by TCC.

**(b) Prepaid:** You have a variety of options to Top Up your Prepaid funds. You can Top Up with your credit card or a prepaid card, or participate in a monthly Top Up program with a pre-authorized credit or debit card, or pre-authorize your credit card and do one-time Top Ups with your assigned personal identification number.

**42. Will TCC ever require an immediate interim payment?** Sure. If we notice usage inconsistent with your normal usage pattern, for example, TCC may require you to pay certain amounts owing on an immediate interim basis, and in advance of your next Billing Date. If this happens, you must pay these amounts on or before the required payment date to avoid suspension or termination of your TCC Services. If your account is subject to a credit limit, you must ensure your usage Charges and Fees (both billed and unbilled) remain below your assigned credit limit to avoid suspension of your Services.

**43. How do I correct a payment error?** To correct any payment made by you through electronic means (such as Internet or telephone banking or ATM machine), you must ask your financial institution to correct the error.

**44. Is a consolidated bill available if I subscribe to TCC Home phone, Internet or TV as well as Mobility Services?** By entering into this Agreement, you agree to receiving one bill for the TCC Services if and when such consolidated billing is available and if you meet eligibility requirements.

**45. What if I have a concern about a Charge or Fee?** You have to contact us within **90** days of either the Billing Date (for Postpaid Services) or the date the Charges and Fees were incurred (for Prepaid Services) otherwise we assume you accepted them. Any Charges or Fees you are questioning will not be considered past due unless TCC has conducted an investigation and concluded that the Charges or Fees are correct and there is no basis for the dispute, or reasonably believes you are using the dispute to evade or delay payment. All

undisputed portions of the applicable Charges and Fees and applicable taxes must be paid by the required payment date. Any undisputed and unpaid amount will be considered past due and you will be charged, and must pay, the applicable Late Payment Charge. If you are entitled to a credit from TCC, you confirm that you have made no separate claim for a refund for the same amount from a financial institution. TCC will apply any credits due to you from TCC against future Charges and Fees payable.

**46. How do discounts or promotions work?** TCC will apply any discounts, incentives or promotions to your account while: **(a)** TCC maintains these discounts, incentives, or promotions; and **(b)** you meet the applicable eligibility requirements. TCC may change any discounts, incentives or promotions and their eligibility requirements at any time. Discounts, incentives and promotions may take more than one billing cycle to be applied and appear on your bill and will not be applied retroactively.

**47. Why does TCC charge a government 9-1-1 Fee?** TCC does not provide emergency services, but does provide a 9-1-1 Service to assist with emergency call routing (as described earlier). In addition to any 9-1-1 Service Fee TCC may charge you itself for providing emergency call routing, TCC is required to remit mandatory 9-1-1 Fees in accordance with applicable law to some provincial or territorial governments for their provision of emergency services ("**Government 9-1-1 Fees**"). You agree to pay any applicable mandatory Government 9-1-1 Fees.

**48. Does TCC require a security deposit?** TCC may require a security deposit and will provide you with the reason for requiring a deposit. Deposits will earn simple interest based on a rate of **.42%**, calculated monthly on the last day of your monthly billing cycle, prorated for any partial month TCC holds the security deposit. When the TCC Services are cancelled or the conditions justifying the security deposit no longer apply (typically when you make six **(6)** consecutive monthly bill payments in full and on time), TCC will apply the security deposit and any earned interest against any outstanding amount owing, then refund you the balance of the deposit, if any, within **30** calendar days. Accounts with multiple subscribers will have the security deposit refunded on the earlier of when all subscribers on the account have cancelled Services or after six months from the last subscriber being added to the account and the account remaining in good standing. Accounts that have a security deposit requirement are not permitted to participate in TCC's OneBill billing option (described in **Section 44**).

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## Your Information

**49. How can I be sure that TCC has accurate contact information for my account?** Remember you are responsible for keeping the contact and payment information you provide to TCC for yourself and any authorized users (including name, mailing address, email address, telephone number, credit card or bank account information) up to date. Visit [www.tcc.on.ca](http://www.tcc.on.ca) or call us to confirm that the information we have on file is correct. If you do not provide a forwarding address you may forfeit any outstanding credits or deposits on your account.

**50. How does TCC protect my personal information?** Your privacy is important to TCC. TCC's commitment to privacy protection is found at the end of these Terms of Service for your convenient reference. TCC protects your personal information in a manner consistent with TCC's Privacy. By entering into this Agreement, you agree that TCC may share your information with TCC.

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## Warranties and Limitation of Liability

**51. Are there any warranties on the TCC Services?** To the extent permitted by applicable law, TCC makes no warranties, representations, claims, guarantees or conditions of any nature, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to any TCC Services and does not guarantee that communications are private or secure. TCC assumes no liability for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of any TCC Services, even where such unavailability occurs after activation of the TCC Services.

**52. Are there any warranties on Devices that I purchase from TCC?** TCC is not the manufacturer of your Device. Your Device purchased from TCC is subject to the manufacturer's warranty, which is valid typically for one year from the purchase date of your Device with your original receipt. Some Devices may have a longer warranty period. Please review the manufacturer's warranty provided with your Device or through the manufacturer's website to understand what protection it offers and the duration of the warranty. For repairs to an iPhone Device covered by the manufacturer's warranty, contact TCC at 519-263-2211. For all other Devices covered by the manufacturer's warranty, bring your Device to a designated TCC store. If your Device is not covered by a manufacturer's - TCC may, but is not required to, arrange with the manufacturer on your behalf to repair an out-of-warranty Device and may charge you Fees plus applicable taxes for such repair Services, which you will be advised of before being charged. TCC disclaims any other representations, warranties, and conditions, express, implied or statutory, except to the extent that this disclaimer is expressly prohibited by any law that applies to TCC.

**53. How does TCC limit its liability?** **To the extent permitted by applicable law, TCC's liability for negligence, breach of contract, tort or other causes of action, including fundamental breach, is limited to payment, upon request, for actual and direct damages of a maximum amount of the greater of \$20 or an amount equal to the Charges payable by you during any**

**Service outage. Other than the above-mentioned payment and to the extent permitted by applicable law, TCC is not responsible to anyone for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages. This limitation of liability does not apply to damages resulting from physical injuries, death or physical damage to your property wholly caused by TCC's gross negligence.**

**54. Are there any circumstances when TCC has no liability at all?** In addition to the circumstances specifically described elsewhere in this Agreement where TCC has already stated it is not responsible for any claims, losses or damages, including **Section 53**, TCC will not be responsible for any claims related to the distribution of content by you or third parties. More generally, TCC will not be responsible for failing to meet obligations due to causes beyond its reasonable control, including work stoppage, labour disputes and strikes, pandemics, war, terrorism, civil insurrection, government decree, failure of the public power grid, unlawful acts, your failure to act in accordance with this Agreement, or the act or omission of a telecommunications carrier whose network is used in establishing connection to a point which TCC doesn't directly serve, acts of nature and all other *force majeure* events.

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## Changes to Your Agreement

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**55. Can TCC make changes to this Agreement or the TCC Services?** Yes. By giving you at least **30** calendar days' prior notice in writing, TCC may change: **(a)** your Prepaid Services and associated Charges; **(b)** TCC Services which are provided to you on a Month-to-Month Term (including Add-ons and Pay-Per-Use Services) and associated Charges; and **(c)** Fees. Such changes may include the modification or termination of a Service. TCC may only change other TCC Services and their associated Charges in accordance with applicable law. TCC may give you notice of a change by posting it on **tcc.on.ca**, by including it on your bill, by sending it to you by email or text message, or by any other reasonable method. Subject to TCC's right to make these changes, no other statements (written or verbal) will change this Agreement.

**56. Can I make changes to these Terms of Service?** You may not make any changes to these Terms of Service. However, depending on the TCC Service you subscribe to and your Rate Plan details, you may be able to add or remove certain Services, subject to **Section 13**. You will need to check your Service details to see if additional Fees or Charges may apply.

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## Ending Your Agreement

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**57. How do I cancel my Services?** We'll be sorry to see you go, but if you need to, you may contact TCC to cancel some or all of your TCC Services. Cancellation is effective the date TCC receives your cancellation notice (or the date you request the cancellation to take effect) ("**Cancellation Date**") and you will be charged and must pay the applicable Charges, Fees and taxes up until the Cancellation Date. If you have a credit owed to you for under \$10 after your Postpaid account is closed, you must contact TCC to request that a cheque be mailed to you. Credits owed to you on your Postpaid account over \$10 will be sent to your preferred mailing address automatically. SIM Cards will be deactivated and may not be reactivated. If you have a Postpaid account, you must contact your financial institution to cancel any pre-authorized debit and credit card authorizations relating to your account. If you have a Prepaid account and use an automatic Top Up program to add funds to your account, please contact us to cancel the automatic Top Up.

**58. Will I be charged a Cancellation Fee if I cancel my Services?** That depends. If you cancel a TCC Service that is subject to a Commitment Period prior to the end date, you must pay TCC a Cancellation Fee. The Cancellation Fee may be either: **(a)** the remaining balance outstanding on your Device discount (see your Critical Information Summary); or **(b)** if you do not have a remaining balance outstanding on your Device discount, the lesser of **\$50.00** or **10%** of the Minimum Monthly Charge for the number of months remaining in your Commitment Period (to a maximum of **24** months) (both called a "**Cancellation Fee**"), plus any applicable taxes. If you have no remaining balance outstanding on your Device discount and you are on a Month-to-Month Term (or you have a Prepaid account) you will not be charged a Cancellation Fee. The Cancellation Fee is not a penalty – it is an estimate of damages suffered by TCC as a result of your early termination of TCC Services and consideration for the TCC Services provided. The Device discount equals the difference between the Device retail price and the reduced amount actually paid for the Device as set out in your Critical Information Summary.

**59. Can TCC disconnect my Services for non-payment?** TCC may disconnect any TCC Service or terminate this Agreement if: **(a)** you fail to pay an account that is past due, provided the amount owing exceeds **\$50.00** or has been past due for more than two months; **(b)** you fail to provide or maintain a reasonable security deposit or alternative as requested by TCC; or **(c)** you have previously agreed to a deferred payment plan with TCC and you fail to comply with its terms. If TCC is about to disconnect your Service, you will be provided with a minimum of **14** calendar days notice prior to disconnection, and that notice will let you know **(i)** the reason for the disconnection and amount owing; **(ii)** the scheduled disconnection date; **(iii)** information on the availability of deferred payment plans; **(iv)** the amount of the reconnection charge (if applicable); and **(v)** contact information for a TCC representative who can speak with you about the disconnection. TCC will attempt to notify you at least **24** hours in advance of your scheduled disconnection unless repeated attempts to contact you have failed. Disconnection will always occur on weekdays between 8a.m. and 9p.m. or on weekends between 9 a.m. and 5 p.m. (unless the weekday or weekend day precedes a statutory holiday, in which case disconnection may not occur after noon) in your province or territory of residence. See **Section 45** if you dispute any Fees that are past due.

**60. Are there other circumstances when TCC may suspend or disconnect my Services?** Yes. TCC can, without notice and for cause, suspend, cancel or refuse to provide TCC Services to you (including blocking numbers or area codes), or disable your Device. Cause includes: **(a)** TCC would have to incur unanticipated, unaccounted for, unusual or unreasonable expenses to provide any TCC Service (such as certain conference services or adult services or to high-cost areas); **(b)** TCC has a reasonable suspicion that fraudulent activity has occurred or is likely to occur; **(c)** If your Prepaid account remains at **\$0** for **120** calendar days (or other applicable period) (note: you will also lose your mobile number and other identifiers); **(d)** you fail to comply with any part of the Agreement, including the Responsible Use Policy; or **(e)** your use of TCC Services is not consistent with your ordinary usage patterns.

**61. Will I be charged a Cancellation Fee if TCC disconnects my Services?** If TCC cancels your TCC Services for cause, a Cancellation Fee plus applicable taxes will be charged to your account.

**62. Do I still have to pay TCC if my Services are suspended?** Unless you are told otherwise (for example, in circumstances set out in **Section 37**), you are responsible to pay for TCC Services even while they are suspended. If your TCC Services are suspended and the reason for suspension has not been resolved within **14** calendar days from the suspension date, TCC may cancel your TCC Services. If you wish to resume your subscription to any TCC Service, you must pay the applicable (re)connection Fee as set by TCC, plus applicable taxes. TCC is not responsible for notifying any third-party providers of services, merchandise or information of the termination of the TCC Services or this Agreement.

**63. Does any part of this Agreement continue after termination of my Services?** Yes. The following sections will continue to survive: **Sections 40-45** (Billing and Payment), **Sections 49-47** (Your Information), **Sections 51-51** (Warranties and Limitation of Liability) and this **Section 63** will remain in effect even after the applicable TCC Service or Agreement has been cancelled.

## General

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**64. What if parts of this Agreement become unenforceable?** If any part of this Agreement becomes unenforceable, the remaining parts will continue to apply to you and TCC. Remember that even if TCC decides not to enforce any part of this Agreement for any period of time, that part still remains valid and TCC can enforce it in the future.

**65. What laws apply to this Agreement?** TCC is federally regulated. This Agreement is governed by the federal laws and regulations of Canada, including the Canadian Radio-television and Telecommunications Commission's *Wireless Code of Conduct* which sets out the basic rights of all wireless customers and can be found at [crtc.gc.ca](http://crtc.gc.ca), along with additional helpful information.

**66. What if I have a complaint that TCC hasn't been able to resolve?** If you have a complaint that TCC's Customer service department (contact information listed below) has been unable to resolve to your satisfaction, you can contact the Commissioner for Complaints for Telecommunications Services (CCTS): P.O. Box 81088 Ottawa, Ontario, K1P 1B1. Toll-free: 1-888-221-1687. TTY: 1-877-782-2384. Fax: 1-877-782-2924. Email: [response@ccts-cprst.ca](mailto:response@ccts-cprst.ca). CCTS website information is at: [ccts-cprst.ca](http://ccts-cprst.ca).

**67. Can this Agreement be transferred?** TCC may transfer or assign all or part of this Agreement (including any rights in accounts receivable) at any time without prior notice or your consent. You may not transfer or assign this Agreement, your account or the TCC Service without TCC's prior written consent.

**68. Is this Agreement available in alternative formats?** Yes. You can request alternative formats through TCC's Accessibility Services Centre at [www.tcc.on.ca](http://www.tcc.on.ca), via email at [cellular@tccmail.ca](mailto:cellular@tccmail.ca), or Monday to Friday in your province/territory of residence between 8:30 a.m. and 5 p.m. at 519-263-2211.

**69. What if I prefer this Agreement to be in French?** You are receiving this Agreement in English because you requested a copy in English. Vous avez demandé que cette entente ainsi que tous les documents en faisant partie soient rédigés dans la langue anglaise mais si vous souhaitez que votre entente soit en français, veuillez communiquer avec nous, aux coordonnées indiquées à la fin de ce document.

## Contact Information

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**We're here to help.** If you have any questions about your TCC Service or your Agreement, we'd be happy to help. Contact us anytime online at [www.tcc.on.ca](http://www.tcc.on.ca), or call 519-263-2211 Monday to Friday from 8.30 a.m. to 5 p.m. in your province/territory of residence. Our mailing address is: Tuckersmith Communications Co-operative Ltd., 40023 Kippen Rd., Kippen ON, N0M 2E0