

**GLENTEL**

**MOBILE PROTECTION PLAN PLUS FEATURING APPLE CARE SERVICES**

**Service Warranty Terms and Conditions**

<b>iPhones – Monthly Subscriber Fee and Processing Fees</b>						
<b>Tier</b>	<b>Unsubsidized, New Retail Price at the time of Enrollment</b>	<b>Monthly Subscriber Fee</b>	<b>Repair Processing Fee – Screen Damage Only</b> <small>1,2</small>	<b>Repair Processing Fee – All Other Damage</b>	<b>Warranty Malfunction Processing Fee</b>	<b>Lost/Stolen Replacement Processing Fee</b>
1	\$0.00 - \$749.99	\$12.99	\$39.00	\$129.00	\$0.00	\$199.00
2	\$750.00 - \$1099.99	\$15.99	\$39.00	\$129.00	\$0.00	\$249.00
3	\$1,100.00 - \$1,699.99	\$18.99	\$39.00	\$129.00	\$0.00	\$449.00
4	\$1,700.00 +	\$21.99	\$39.00	\$129.00	\$0.00	\$649.00

<b>iPads – Monthly Subscriber Fee and Processing Fees</b>						
<b>Tier</b>	<b>Unsubsidized, New Retail Price at the time of Enrollment</b>	<b>Monthly Subscriber Fee</b>	<b>Repair Processing Fee – Screen Damage Only</b>	<b>Repair Processing Fee – All Other Damage</b>	<b>Warranty Malfunction Processing Fee</b>	<b>Lost/Stolen Replacement Processing Fee</b>
1	\$0.00 - \$749.99	\$12.99	\$49.00	\$49.00	\$0.00	\$199.00
2	\$750.00 - \$1,099.99	\$15.99	\$49.00	\$49.00	\$0.00	\$249.00
3	\$1,100.00 - \$1,699.99	\$18.99	\$49.00	\$49.00	\$0.00	\$449.00
4	\$1,700.00 +	\$21.99	\$49.00	\$49.00	\$0.00	\$649.00

Mobile Protection Plan Plus featuring AppleCare Services Term: this Contract is continuous from the Effective Date until cancelled.

- For a complete list of eligible devices and their equipment tier, ask a GLENTEL sales representative or call Customer Service at 1-(855)-562-1955.
- <sup>1</sup>The Screen Repair Processing fee for iPhone models 12 and newer (excluding iPhone SE) applies individually to front screen and back screen glass breakage. For illustrative purposes, if the claim is for both front screen and back glass breakage repair, the deductible is \$78 (\$39 per repair)
- <sup>2</sup>For all other iPhone models, back glass damage is considered to be "All Other Damage Repair Processing Fee".
- Return device shipping costs from outside of Canada to Canada will be Your responsibility.
- **For a complete schedule of Mobile Protection Plan Plus featuring AppleCare Services fees, ask a GLENTEL sales representative or visit <https://protect.likewise.com/mobileprotection/>.**
- All fees are subject to applicable tax. All prices are in Canadian dollars.
- The following additional Mobile Protection Plan Plus featuring AppleCare Services fees may apply:

<b>iPhones – Additional Fees</b>				
<b>Tier</b>	<b>Unsubsidized, New Retail Price at the time of Enrollment</b>	<b>Service Request Conversion Fee – Screen Damage to All Other Damage Repair</b>	<b>Non-Returned Equipment Fee</b>	<b>Locked Device Fee</b>
1	\$0.00 - \$749.99	\$90.00	Up to the unsubsidized, new retail price of the Enrolled Device at the time of enrollment.	Up to the unsubsidized, new retail price of the Enrolled Device at the time of enrollment.
2	\$750.00 - \$1,099.99	\$90.00		
3	\$1,100.00 - \$1,699.99	\$90.00		
4	\$1,700.00 +	\$90.00		

<b>iPads – Additional Fees</b>			
<b>Tier</b>	<b>Unsubsidized, New Retail Price at the time of Enrollment</b>	<b>Non-Returned Equipment Fee</b>	<b>Locked Device Fee</b>
1	\$0.00 - \$749.99	Up to the unsubsidized, new retail price of the Enrolled Device at the time of enrollment.	Up to the unsubsidized, new retail price of the Enrolled Device at the time of enrollment.
2	\$750.00 - \$1,099.99		
3	\$1,100.00 - \$1,699.99		
4	\$1,700.00 +		

As used in this Contract, "We", "Us", and "Our" means GLENTEL, the company obligated under this Contract. "You" and "Your" refers to the GLENTEL account holder that purchased this Contract. This Contract is administered on Our behalf by Likewise Device Protection Ltd. with head office at 1235 Bay Street, Suite 400, Toronto, Ontario M5R3K4, Canada ("Likewise" or the "Administrator"). This Contract is purchased in and governed by the laws of the Province identified in Your billing address in the records of GLENTEL and the federal laws of Canada applicable therein.

**You agree to all the provisions of the Contract, including but not limited to these Service Warranty Terms and Conditions, when You order the Mobile Protection Plan and/or pay for it.**

**Mobile Protection Plan Plus featuring AppleCare Services Contract.** These Service Warranty Terms & Conditions, together with Your Monthly Subscriber Fee charged to Your credit card on Our or the Administrator's file ("Monthly Subscriber Fee"), enrollment confirmation email, and applicable written communications from Us to You collectively comprise Our contract (this "Contract"). This Contract governs the Mobile Protection Plan Plus featuring AppleCare Services, so You should keep these Service Warranty Terms & Conditions and all of the other documents that comprise this Contract for future reference.

**Definitions.** (1) **"GLENTEL"** means Glentel Inc. and its successors and assigns, with its address at 4800 Kingsway, Unit 450, Burnaby, British Columbia, V5H 4J2 (2) **"Protected Equipment"** means the Eligible Wireless Product owned or leased by You, that is actively registered for the Enrolled Customer in the records of the wireless service provider designated by You at the time of enrollment, for which airtime has been logged after enrollment into the Mobile Protection Plan Plus featuring AppleCare Services, and which has been used on Your mobile number immediately prior to the time of Failure. Protected Equipment is limited to one (1) Eligible Wireless Product and applicable Protected Accessory per replacement. The International Manufacturer's Equipment Identification (IMEI), Electronic Serial Number (ESN) or Mobile Equipment ID (MEID) of the Eligible Wireless Product associated with Your account in the records of GLENTEL at the time Your protection initially becomes effective and for which air time has been logged indicates the Eligible Wireless Product that is considered Protected Equipment. (3) **"Protected Accessory(ies)"** means the accessories that come standard in the original device packaging. (4) **"Eligible Wireless Product(s)"** means the wireless device that We have designated as eligible for service under the Mobile Protection Plan Plus featuring AppleCare Services as set forth in the list of Eligible Wireless Products and Equipment Tier available from Us, which can be found in GLENTEL stores or by calling 1-(855)-562-1955. (5) **"Failure"** means during the time this Contract is in effect, the occurrence of (i) Accidental Damage, (ii) Lost, (iii) Stolen, or (iv) Warranty Malfunction. (6) **"Replacement Equipment"** means a wireless device of like kind and quality with comparable features and functionality to the Protected Equipment, which We provide to You in the event of a Failure of the Protected Equipment. (7) **"Effective Date"** means the date Your request for enrollment and Monthly Subscriber Fee is received by Us or Our authorized representative. (8) **"Mobile Protection Plan Plus featuring AppleCare Services"** means the service warranty program providing repair or replacement service for the Failure of the Protected Equipment in which You are enrolled in as described in this Contract. (9) **"Warranty Malfunction"** means the operational or structural malfunction of the Protected Equipment's ability to operate due to defects in parts or workmanship during your enrollment in the Mobile Protection Plan Plus featuring AppleCare Services. (10) **"Accidental Damage"** means accidental or liquid damage to the Protected Equipment resulting from handling while the Protected Equipment is used in accordance with the manufacturer's user guide and otherwise in accordance with ordinary usage. (11) **"Lost"** means the unintentional loss of the Protected Equipment while the Find my feature is enabled on the Protected Equipment. (12) **"Stolen"** means the theft of the Protected Equipment while the Find my feature is enabled on the Protected Equipment. (13) **"Processing Fee"** means the amount You pay towards Your Service Request based on the unsubsidized new retail price of the Protected Equipment indicated in the table above. (14) **"Service Request"** means the request for service that You file with Us when Your Protected Equipment suffers a Failure. (15) **"Service Request Conversion Fee"** means the difference between the applicable Repair Processing Fee that You paid and the applicable Replacement Processing Fee. (16) **"AppleCare Services"** means (i) Technical Support; (ii) Warranty Malfunction fulfillment by Apple; and (iii) Apple Damage Fulfillment. (17) **"Technical Support"** means unlimited web and technical support provided by Apple, Inc. or one or more of its affiliates ("**Apple**"). (18) **"Apple Damage Fulfillment"** means unlimited, approved Service Requests for repair or replacement fulfilled by Apple worldwide for **Accidental Damage from Handling**, including screen breaks (front and back glass), during the **AppleCare Services Eligibility Period**. (19) **"AppleCare Services Eligibility Period"** means the full length of Your enrollment in the Mobile Protection Plan Plus featuring AppleCare Services, as measured from the Effective Date, during which You are eligible to receive AppleCare Services.

**What is Protected.** If the Protected Equipment suffers a Failure during the time this Contract is in effect, at Our sole discretion, We will repair or replace the Protected Equipment. If a Failure affects a Protected Accessory in conjunction with the Failure of the Protected Equipment, or if the Protected Equipment is replaced with a different model, We will also replace or repair the Protected Accessory(ies). Protected Equipment will be replaced or repaired with a wireless device of like, kind and quality with comparable features and functionality to the Protected Equipment. During the AppleCare Services Eligibility Period, any Replacement Equipment provided to You will be either a new Apple device or a certified pre-owned Apple device. **THERE IS NO ASSURANCE, REPRESENTATION, OR WARRANTY THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES OR COLOUR AS THE ITEM BEING REPLACED. REPLACEMENT EQUIPMENT WILL BE NEW, REMANUFACTURED OR REFURBISHED, AT OUR SOLE DISCRETION.**

The Replacement Equipment becomes the Protected Equipment immediately upon delivery to You. If We replace Your equipment under the Mobile Protection Plan Plus featuring AppleCare Services, the Protected Equipment We replace becomes property of GLENTEL and You hereby assign to Us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any Protected Equipment that We replace.

**Agreement.** You agree to all the provisions of this Contract, including but not limited to these Service Warranty Terms and Conditions, when You order the Mobile Protection Plan Plus featuring AppleCare Services and/or pay for it. Subject to applicable law, We may change the Monthly Subscriber Fee for the Mobile Protection Plan Plus featuring AppleCare Services, the administration of the Mobile Protection Plan Plus featuring AppleCare Services, or these Service Warranty Terms and Conditions from time to time upon at least thirty (30) days written notice to You. Such notice may be provided by any of the following methods: email, text message, in a separate mailing, or by any other reasonable method, at Our sole discretion. Such notice will clearly and legibly set out its effective date and either the new clause only, or the amended clause and the original clause. You may refuse the amendment and rescind or cancel this Contract without cost or penalty by sending Us a notice to that effect no later than thirty (30) days after the amendment comes into

force. Your continued use of the Mobile Protection Plan Plus featuring AppleCare Services and payment of the Monthly Subscriber Fee after the end of such thirty (30) day period Your acceptance of the changes. Your participation in the Mobile Protection Plan Plus featuring AppleCare Services is optional and You may cancel the Mobile Protection Plan Plus featuring AppleCare Services at any time. Please refer to the Cancellation section of this Contract. You must enable the Find my feature on Your device at the time You enroll to be eligible to receive service for Lost and Stolen Service Requests.

By accepting the protection provided by the Mobile Protection Plan Plus featuring AppleCare Services, you authorize GLENTEL and/or the Administrator to (i) release Your required information for the purpose of validating Service Requests and (ii) charge your credit/debit card on file, or the replacement card issued by the payment card issuer for the card on file, which may include updated validated card information, including but not limited to expiration date(s), card number(s), and security code(s), as received by your financial institution in accordance with applicable law. You expressly authorize GLENTEL and/or the Administrator to obtain information from the financial institution regarding an expired or canceled credit/debit card and authorize the replacement credit/debit card to be charged the applicable Monthly Subscriber Fee.

**Contract Service Period.** The Mobile Protection Plan Plus featuring AppleCare Services is continuous from the Effective Date until cancelled. Your service benefits under the Mobile Protection Plan Plus featuring AppleCare Services begin on the Effective Date and continue month to month unless terminated by You or by Us in accordance with Cancellation section of this Contract.

**Charges.** You agree to pay Your Monthly Subscriber Fee for each month on the same terms and conditions as set forth under this Contract. Applicable Processing Fees, non-protected failure charges, shipping and restocking charges, taxes, and regulatory surcharges and assessments, if any, may be added to Your Monthly Subscriber Fee or, at Our sole discretion, collected from You prior to providing a repair of the Protected Equipment or providing You with Replacement Equipment.

**To Obtain Service.** In the event of a Failure of Protected Equipment, You may file a Service Request by calling 1-(855)-562-1955 or visiting <https://protect.likewise.com/mobileprotection/>. During the AppleCare Services Eligibility Period, if Your Protected Equipment experiences a Warranty Failure, or Accidental Damage, You may also file a Service Request via getsupport.apple.com or by calling 1-800-APL-CARE. You may file a Service Request pursuant to AppleCare Services for Accidental Damage and/or Warranty Failures at any time during the AppleCare Services Eligibility Period. All Accidental Damage Service Requests You file during the AppleCare Services Eligibility Period will be fulfilled pursuant to Apple Damage Fulfillment. You must file the Service Request within sixty (60) days of the Failure. If the Failure is not reported within sixty (60) days, Your Service Request will be forfeited, and no repair or Replacement Equipment will be available under this Contract. You must provide Us with all the necessary information required to approve the repair or replacement of the Protected Equipment and pay your Processing Fee within sixty (60) days of reporting the Failure. **For Lost and/or Stolen Services Requests, You must have the Find my feature enabled on Your Protected Device at the time of the Failure of Your Protected Device. If the Find my feature is not enabled at the time Your Protected Equipment is Lost or Stolen, Your Service Request will be denied.** If Your Service Request is approved, We will offer You a repair of Your Protected Equipment (if available, as determined by Us) or Replacement Equipment. For repairs, You may mail-in Your Protected Equipment, You may visit an authorized repair location (if available in Your area, as determined by Us), or an authorized repair technician may come to a location of Your selection (if available in Your area, as determined by Us). We are not responsible for any loss of data, personal or otherwise, on Your Protected Equipment that may occur during the repair process. If You have Protected Equipment that is not repairable, a device that is ineligible for repair, there is not an authorized repair location or technician available, or We determine that a replacement is necessary, We will contact You informing You that Replacement Equipment will be provided to You upon payment of the applicable Service Request Conversion Fee. If You elect not to pay the **Service Request Conversion Fee**, the Protected Equipment will be returned to You by mail if You originally mailed in Your Protected Equipment or will be made available to You for collection at the location you originally dropped it off at, and the Processing Fee You paid will be refunded to You. If You do not collect your Protected Equipment within thirty (30) days from the date You are first notified that the Protected Equipment is available for collection, after that time We will return the Protected Equipment to You by mail. Additional information on repair is available at <https://protect.likewise.com/mobileprotection/>. We will provide the Replacement Equipment within two (2) to ten (10) business days. Failure on Your part to provide Us the necessary information and pay the Processing Fee within sixty (60) days of the date that You report the Failure to Us will result in forfeiture of Your Service Request. **WE MAY REQUIRE, AS A CONDITION OF APPROVAL OF YOUR SERVICE REQUEST, THAT YOU PROVIDE PROOF OF PURCHASE OR LEASE FOR THE PROTECTED EQUIPMENT AND/OR YOUR GOVERNMENT- ISSUED PHOTO I.D., A COPY OF YOUR WIRELESS BILL, AND / OR OTHER DOCUMENTATION OR INFORMATION AS REASONABLY NECESSARY TO ESTABLISH YOUR IDENTITY AND RIGHT TO SERVICE.** We also retain the right to inspect the Protected Equipment as a condition of approval of Your Service Request.

**Processing Fees.** A non-refundable Processing Fee applies to each approved repair or replacement of the Protected Equipment. If You file a Service Request and such Service Request is approved, We retain and reserve the right to inspect Your Protected Equipment which may result in additional fees being charged to You or Your Service Request being denied if the Protected Equipment did not experience a protected Failure.

**Service Limits.** During the AppleCare Services Eligibility Period, You are eligible to receive unlimited Service Requests for Accidental Damage and one request for Lost or Stolen during any rolling 12-month period, beginning on the date You filed Your first approved Service Request with Us. Service Requests for Accidental Damage during the AppleCare Services Eligibility Period will be fulfilled pursuant to Apple Damage Fulfillment. Warranty Malfunction Service Requests filed during the AppleCare Services Eligibility Period do not count towards the Service Request limit. If You meet the service limits set forth in this section during the AppleCare Services Eligibility Period, Your enrollment in the Mobile Protection Plan Plus featuring AppleCare Services will continue even if You make the maximum number of Service Requests unless it is otherwise cancelled in accordance with the Cancellation section of this Contract.

For all Service Requests, We will cover the cost to replace or repair the Protected Equipment up to a maximum retail value of \$3,500.00 per Service Request, inclusive of Protected Accessories.

**Return of Replaced Equipment/ Non-Returned Equipment Fee.** Protected Equipment approved for replacement must be returned to Us at Our shipping expense, unless the Protected Equipment is shipping from outside of Canada, in the return mailer included with Your Replacement Equipment within thirty (30) days from delivery of the Replacement Equipment. Return device shipping costs from outside of Canada to Canada will be Your responsibility. The Protected Equipment We replace becomes property of GLENTEL and You hereby assign to Us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any Protected Equipment that We replace. If We do not receive Your original equipment within thirty (30) days from delivery of Replacement Equipment, You will be charged a Non-Returned Equipment Fee as shown in the table above. YOU MAY AVOID THIS CHARGE BY SIMPLY RETURNING THE FAILED PROPERTY AS INSTRUCTED.

**YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY PERSONALLY IDENTIFIABLE INFORMATION, PAYMENT CARD INFORMATION, PICTURES, IMAGES, RECORDINGS OR OTHER DATA STORED ON THE DEVICE PRIOR TO RETURNING THE DAMAGED DEVICE TO US OR OUR ADMINISTRATOR. DATA ON A RETURNED DEVICE CANNOT BE RECOVERED NOR RETURNED TO YOU. IF THE DAMAGE TO THE DEVICE DOES NOT PERMIT REMOVAL OR DESTRUCTION OF STORED DATA, THIS SHOULD BE INDICATED ON THE CORRESPONDENCE USED WITH THE RETURNED DEVICE. GLENTEL AND OUR AFFILIATES, SUSIDIARIES, PARTNERS, AND THE ADMINISTRATOR ARE NOT RESPONSIBLE FOR LOSS OF ANY PERSONAL DATA OR OTHER DATA, SUCH AS RINGTONES, APPLICATIONS, GAMES, OR OTHER CONTENT THAT IS STORED, DOWNLOADED, PURCHASED OR OTHERWISE LOCATED ON THE PROTECTED EQUIPMENT.**

**Locked Device Fee.** If You file an Accidental Damage or Warranty Malfunction Service Request, We will ask You at the time You file Your Service Request to disable Find my on Your Protected Equipment. We will not process Your Service Request until You provide affirmative verification that Find my has been disabled. If You return Your Protected Equipment with Find my enabled, We may charge a Locked Device Fee to the credit card We have on file for You. YOU MAY AVOID THIS FEE BY DISABLING FIND MY ON YOUR PROTECTED EQUIPMENT AT THE TIME YOU FILE YOUR SERVICE REQUEST.

**No Trouble Found Fee.** If You have been approved for a Service Request and You return Protected Equipment to Us but no trouble is found with the Protected Equipment, We may charge You a No Trouble Found Fee of one hundred dollars (\$100.00). We may also charge You a No Trouble Found Fee of one hundred dollars (\$100.00) if You have been approved for a Service Request and at the time of repair of the Protected Equipment, We determine that there is no trouble found with the Protected Equipment and we will return the Protected Equipment to You.

#### **What is not Protected.**

**The Mobile Protection Plan Plus featuring AppleCare Services does not protect against the following:**

(1) Incidental or consequential damages, unforeseen and unforeseeable damages at the time of this Contract, or indirect damages where the failure to perform the obligation does not result from Our gross fault; (2) failures caused by war, revolution, acts of public enemy or terrorist, labour difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, civil commotion, embargo, acts of government, or military authority; (3) abuse, misuse, or intentional acts; (4) pre-existing flaws or failures of the Protected Equipment occurring before the time it was established as the Protected Equipment; (5) changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to Protected Equipment however caused, including, but not limited to, scratches and marring, that do not affect the mechanical or electrical function of the Protected Equipment; (6) Failure of the Protected Equipment caused by computer viruses or similar unauthorized intrusive codes or programming.

**Further, Protected Equipment does not include and the Mobile Protection Plan Plus featuring AppleCare Services does not protect:**

(1) contraband or property used in the course of illegal transportation or trade; (2) property in transit to You from anyone other than Us; (3) routine maintenance and consumable items, such as batteries (one standard battery will be provided with Replacement Equipment if the Replacement Equipment is a different model than the Protected Equipment or if the battery was part of the Failure to the Protected Equipment); (4) antennas, unless there is also a Failure of the Protected Equipment; (5) any accessories (unless otherwise covered as a Protected Accessory when part of a Failure to the Protected Equipment), including but not limited to color face plates, personalized data, or customized software, such as personal information managers (PIMs), ring tones, games, or screen savers; or (6) any data or personal information contained on the Protected Equipment.

**Cancellation.** You may terminate this Contract at any time for any reason by calling Us at 1-855-562-1955 to request cancellation.

If You are in Newfoundland and Labrador, We may terminate this Contract for any reason by notifying You in writing at least sixty (60) days prior to the effective date of cancellation, which notice shall state the effective date and grounds for cancellation. In all other Provinces, We may terminate this Contract for any reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and grounds for cancellation. We may terminate this Contract immediately if You default on any of Your obligations, including but not limited to failure to timely pay Your Monthly Subscriber Fees

or other fees, commit fraud or intentionally conceal or misrepresent a material fact concerning Your enrollment, Protected Equipment, or Service Request.

If You or We terminate this Contract, We will refund your Monthly Subscriber Fee for the remainder of the month, pro-rated on a daily basis. We will also discontinue all Monthly Subscriber Fee charges for the Mobile Protection Plan Plus featuring AppleCare Services as of the effective date of cancellation.

**Ineligible Enrollment.** Subject to applicable law, if We determine that a device other than an Eligible Wireless Product has been enrolled in the Mobile Protection Plan Plus featuring AppleCare Services, We may cancel this Contract by notifying You in writing. Upon the occurrence of an ineligible enrollment, We will provide a refund of all paid Monthly Subscriber Fees, less the value of any repair or replacement received.

**Electronic Delivery.** You expressly and knowingly agree and consent to permit Us to make disclosures and provide notices to You in electronic form, including but not limited to email and text messaging, instead of providing such notices and disclosures in hardcopy by post mail and that any such disclosures and notices shall represent our notification in writing. Your consent and agreement shall relate to all forms, disclosures, and notices required under applicable law and shall remain valid until such time as You may exercise Your right to revoke this consent by notifying GLENTEL.

**Service Contract.** This Contract is a contract between You and Us that provides the specified services outlined herein. This Contract is not an insurance policy and provides no insurance coverage or insurance benefits to You.

**Limits of Liability:** In the event of any error, omission or failure by Us, the Administrator or Our agents or service providers with respect to the Mobile Protection Plan Plus featuring AppleCare Services or the services provided by Us or Our agents or service providers hereunder, OUR RESPONSIBILITY AND LIABILITY AND THAT OF OUR ADMINISTRATOR, AGENTS AND SERVICE PROVIDERS SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE MOBILE PROTECTION PLAN PLUS FEATURING APPLECare SERVICES (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE MOBILE PROTECTION PLAN PLUS FEATURING APPLECare SERVICES). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF US OR OUR ADMINISTRATOR OR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL WE OR OUR ADMINISTRATOR OR AGENTS OR SERVICE PROVIDERS BE LIABLE FOR ECONOMIC LOSSES, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF WE OR OUR ADMINISTRATOR OR AGENTS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE MOBILE PROTECTION PLAN PLUS FEATURING APPLECare SERVICES OR OUR ADMINISTRATOR OR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE UNDER THE MOBILE PROTECTION PLAN PLUS FEATURING APPLECare SERVICES, OR UNDER ANY PROVISION OF THIS CONTRACT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOSS OF BUSINESS OPPORTUNITY. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS CONTRACT OR REQUIRED BY LAW, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS OR WARRANTIES, STATUTORY, EXPRESSED OR IMPLIED, REGARDING THE MOBILE PROTECTION PLAN PLUS FEATURING APPLECare SERVICES AND SERVICES TO BE PROVIDED HEREUNDER BY US AND OUR ADMINISTRATOR OR AGENTS OR SERVICE PROVIDERS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

**Data Privacy.** As part of the services offered to You through this Contract, We may collect, use, and communicate personal information about You that is necessary for the purposes of establishing, managing, and maintaining Our relationship and providing the Mobile Protection Plan Plus featuring AppleCare Services, including, without limitation, to ensure we have up-to-date information about You, including Your current address, to verify Your identity and to protect all parties from errors and fraud. We will not use Your personal information for any other purpose, including for marketing or promotional activities, without Your consent. Please note that the information You provide to Us may be transferred to Our affiliates, subsidiaries and partners and with other third parties that are located in countries outside of Canada and as such local laws may otherwise allow Your personal information to be accessed by local authorities without Your consent.

**Force Majeure.** We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, revolution, acts of public enemy or terrorist, labour difficulties, including without limitation strikes, slowdowns, picketing or boycotts, civil commotion, embargo, acts of government, military authority, or the elements, or other causes beyond Our reasonable control, and in such event, We may cancel this Contract and the Mobile Protection Plan Plus featuring AppleCare Services immediately.

**Prohibitions on Transfer and Abuse of the Mobile Protection Plan Plus featuring AppleCare Services.** The Mobile Protection Plan Plus featuring AppleCare Services is for Your use only. It is not transferable by You to any other person, and may not be assigned by You. Wireless devices owned or leased by anyone other than You may not be made a Protected Equipment. Any abuse of the Mobile Protection Plan Plus featuring AppleCare Services by You, including but not limited to seeking replacement of a wireless device not belonging to You, may result in termination of the Mobile Protection Plan Plus featuring AppleCare Services upon notice.

**Legal Action Against Us.** No one may bring legal action against Us under this Contract unless and until there has been full compliance with all terms of this Contract.

**Severability.** If any portion of this Contract is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Contract.

END OF TERMS AND CONDITIONS