

TERMS AND CONDITIONS OF SERVICE

The agreement between you (“**Member**” or “**you**”) and Virgin Mobile Canada includes the following documents, as they may apply to you:

- a summary setting out critical information about what you are signing up for (“**Important Member Info**”);
- an agreement page confirming your acceptance of your agreement with us (“**Our Agreement Page**”);
- a summary of key details about your Device, Services, promotions and related Charges (defined below) (“**Important Member Info Recap**”);
- the actual terms and conditions of service spelling out your, and our, obligations (including the schedules attached) (“**Terms and Conditions of Service**” and “**Schedules**”); and
- if you are a Member who makes monthly payments on your Device (“**Device Payment Member**”), a disclosure statement for the payment terms for your Device (“**Disclosure Statement**”)

(together, the “**Agreement**”).

You should review the entire Agreement. All of the parts are important and together create a legal contract about the Services and the Device that applies to you once you have accepted it. We rely 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. To help you to understand your rights and obligations under this Agreement, these Terms and Conditions of Service are written in a question and answer format. At the end of these Terms and Conditions of Service you’ll find our contact information. Virgin Mobile Canada is a brand operated by Bell Mobility Inc. (“**Virgin Mobile**”, “**we**” or “**our**”).

- 1. What is covered by this Agreement?** This Agreement is for “**Virgin Mobile 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 Virgin Mobile, including voice (exclusively for the purpose of making and receiving person-to-person voice calls and/or accessing voicemail), text, data (including data transmissions relating to the Internet of things) or other services, and account administration (for example, account changes and Member support). This Agreement also applies to any wireless device (“**Device**”) to be used with the Services. Only Virgin Mobile issued subscriber identity module cards (“**SIM Cards**”), which are required to connect your Device to our networks (the “**Networks**” and each, a “**Network**”), can be activated for use with the Services.
- 2. How do I accept this Agreement?** You **(a)** sign the Our Agreement Page; **(b)** click “I Agree” or perform any other form of electronic acceptance; **(c)** verbally agree to enter into this Agreement; or **(d)** activate or use any of the Virgin Mobile Services.

YOUR INFORMATION AND COMMUNICATION PREFERENCES

- 3. How does Virgin Mobile protect my personal information?** Virgin Mobile’s commitment to privacy protection is found at the end of these Terms and Conditions of Service. Virgin Mobile protects your personal information in a manner consistent with Virgin Mobile’s Privacy Policies available at virginmobile.ca/privacy and applicable laws. By entering into this Agreement, you agree that Virgin Mobile may share your information with other Bell companies and brands as they exist over time (together with Virgin Mobile, “**Our Companies**”).
- 4. Does Virgin Mobile collect, use or disclose my credit information? If you are a Postpaid Member, then by accepting this Agreement you consent to our conducting credit checks on you, and our use and collection of your credit and payment history from another Bell company, credit reporting agencies or other credit grantors to assess your creditworthiness, update your information, activate your ordered services, or assist in collection efforts, all from time to time. You also consent to our disclosure of your credit and payment history with other Bell companies, to credit reporting agencies and credit grantors to assist with assessing your creditworthiness, and to collection agencies to assist with the collection of monies owed, all from time to time. Prepaid Services are available without a credit check.**

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5. **How can I be sure that Virgin Mobile has accurate contact information for my account?** You are responsible for keeping the contact and payment information you provide to Virgin Mobile for yourself and any authorized users (including name, mailing address, email address, telephone number, credit card or bank account information) up to date. Visit virginmobile.ca/myaccount or call us to confirm that the information we have on file is correct. If you do not provide an accurate forwarding address you may forfeit any outstanding credits or deposits on your account.
6. **How does Virgin Mobile recommend and market its own products and services to me?** At Virgin Mobile, we use a number of communications to keep our members informed about the products and services Our Companies provide. We recommend products and services to you based on your account information, eligibility and your needs and preferences as determined by your purchase and use of our products and Services. We may also reach out to inform you of ways to save, new product and Service releases and other useful information using a variety of means, including by sending you commercial electronic messages or calling you. You can unsubscribe or manage your communication preferences for commercial electronic messages by visiting virginmobile.ca/communicationpreferences, and you can opt-out from our telemarketing messages by calling **1-866-580-3625**. You will continue to receive service-related messages even if you choose not to receive marketing communications.

AVAILABILITY OF YOUR SERVICE AND 9-1-1 LIMITATIONS

7. **Where are the Services available?** Virgin Mobile and our roaming partners provide Service coverage for almost all of the populated areas in Canada and access to extensive international roaming coverage. Visit virginmobile.ca/coverage for our latest service coverage areas and maps. We and our roaming partners may, from time to time and without notice, change networks or geographical coverage areas (both in and out of Canada).
8. **What speed can I expect from the Services?** As fast as our technology, and your Device and selected Services, allow. Virgin Mobile doesn't guarantee the Services will achieve peak speeds (even if you pay extra to get higher peak speeds). When delivering your Services, Virgin Mobile may employ its different Networks (including mobile networks and Wi-Fi networks) and manage Network resources using methods which include (i) Internet traffic management practices; and (ii) prioritization or deprioritization of Network access, all in a manner consistent with applicable law. If you violate Virgin Mobile's Responsible Use of Virgin Mobile Services policy ("**Responsible Use Policy**") in **Schedule B**, then Virgin Mobile may, among other things, reduce your speed for Network management purposes or terminate your Services. Please review the Responsible Use Policy for greater detail. For a description of our Internet traffic management practices, please visit virginmobile.ca/ITMP.
9. **Is 9-1-1 always available? Is Virgin Mobile responsible for Emergency Alerts?** No. Further details below.
 - (a) **9-1-1:** Virgin Mobile 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 or Plans (as defined in **Section 14**): certain Devices like tablets, modems and turbo sticks/hubs or Devices equipped with data-only Plans may not support, or be intended for, voice services and either cannot be used to call or access 9-1-1 or if 9-1-1 access is available, it may include important limitations, for example, the 9-1-1 operator's inability to call you back in the event your call is disconnected. **Section 10** sets out additional reasons that 9-1-1 Service may not work on all Devices. While Virgin Mobile provides emergency call routing when the 9-1-1 Service is available and the Device is capable, it is the local government that provides the 9-1-1 emergency response services. If you are calling from 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 9-1-1 Service and information about where 9-1-1 Service may be available, please visit virginmobile.ca/911. **To the extent permitted by applicable law, Virgin Mobile is not responsible for any inability to access 9-1-1 Service.**
 - (b) **Emergency Alerts:** As required by law, Virgin Mobile distributes mandatory emergency alerts issued by government bodies (such as Environment and Climate Change Canada) that it receives from the Alert Ready system ("**Emergency Alerts**") to compatible Devices connected on Virgin Mobile's LTE Network. **Virgin Mobile is not responsible for the operation of the Alert Ready system, including the content, timing and/or receipt of an Emergency Alert.** For information on Emergency Alerts and Device compatibility, please visit alertready.ca/wireless.

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- 10. Will all Virgin Mobile Services work with all Devices?** No. Virgin Mobile does not guarantee the Services, including 9-1-1 Service, will work on all Devices, especially if the Device was not purchased directly from Virgin Mobile or if it was modified in a way which Virgin Mobile has not authorized (including, but not limited to, via manufacturer or third-party software updates or downloads, third-party unlocking services or Device tampering). Your Virgin Mobile SIM Card may not be compatible with all Devices, and your Virgin Mobile Services (including Rate Plan) must be used exclusively with the specific type of compatible Device that Virgin Mobile has identified at virginmobile.ca. It is your responsibility to ensure that your chosen Device is able to fulfill your requirements, including that it is compatible with connecting technologies if you need handsfree or similar capabilities.
- 11. What happens if my Device becomes outdated?** Virgin Mobile may change the minimum technology requirements for the Virgin Mobile Services in which case you may need to replace your Device. If you fail to do so, your Device might not be adequate to access the Services and your only remedy will be to cancel the affected Virgin Mobile Services.
- 12. Does Virgin Mobile issue credits for Service outages?** Any credit or refund for Service unavailability is entirely at Virgin Mobile's discretion.

MANAGING YOUR ACCOUNT

- 13. What is the term of my Agreement?** Your Agreement with Virgin Mobile has no set term, unless you enter into an Agreement with a set term ("**Commitment Period**"). At the end of your Commitment Period, it automatically extends for no set term at your current rates, unless you cancel your Agreement, as provided in **Section 55**, the Plan you subscribe to is no longer available or you select a new Plan. If you agree to a Commitment Period of **12** months or longer, Virgin Mobile will notify you **90** calendar days prior to the expiry of your Commitment Period. Cancelling your Agreement may result in an Early Exit Charge (as defined and set out in **Section 56**).
- 14. What is the difference between a Plan, an Add-on and Pay-Per-Use Services?** Virgin Mobile provides you with a variety of subscription options when ordering Virgin Mobile Services. You can subscribe to pre-defined Services (your "**Plan**"), add features (not within the Plan) 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 Plan or Add-on is additional usage ("**Additional Usage**") and will be charged in accordance with **Section 15**. Remember that you are responsible for choosing the combination of Services that is most appropriate to your needs.
- 15. What happens if I exceed the usage limits of my Plan or Add-on?** You will pay extra for that. Additional Usage will be charged to you at the Pay-Per-Use rate (visit virginmobile.ca/rates), unless your Plan or selected Add-ons specify a different rate, which may change over time in accordance with **Section 52**).
- 16. Will I have to pay anything in addition to the Charges described above?** There may indeed be cases where additional fees ("**Fees**") apply, for example, if a Virgin Mobile service representative completes a transaction on your behalf. You will be notified of and must agree to a Fee before it is charged. Visit virginmobile.ca/onetimecharges for additional information, including detail on the connection service fee applied to your first bill to activate your Device on the Networks. Fees are usually charged separately from your Plan and may change from time to time in accordance with **Section 52**. Device Payment Members must also pay the monthly Device payment shown on your Important Member Info ("**Monthly Device Payment**") in accordance with the terms of your Disclosure Statement. "Charges" (as defined in **Section 14**) includes Monthly Device Payments for Device Payment Members. Certain third party app providers may charge you a fee for subscribing to their app and you are responsible for these fees.
- 17. How do I manage my account and Charges?** You can review your account and your voice, text and data usage online through virginmobile.ca/myusage, or by downloading the Virgin Mobile MyAccount App to your Device at virginmobile.ca/app. You can update account information, add Add-ons to your account, view and change your Plan details, manage which subscriber(s) on your account is authorized to unblock data and accept additional data charges for your account (each such subscriber, an "**authorized user**"), edit your notification preferences for data blocks, and monitor and manage your monthly activity to ensure your usage remains within your Plan or Add-on limits through your self-serve profile.

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18. How does Virgin Mobile 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 the 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 will 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 virginmobile.ca/coverage. Calls to special numbers (excluding those operated by and on behalf of Virgin Mobile), including those beginning with a “#” or a “*” or short codes (billed per call) are not included within your Plan or Add-ons and may result in additional charges.
- (b) Text:** Virgin Mobile 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 the Networks but cannot be delivered to your Device. Applicable text Charges continue to apply even if you do not immediately receive them. Interactive text messages (also known as premium short code messages) are counted 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. Visit virginmobile.ca/textalerts for further information or to block premium short code messages. Texts to special numbers (excluding those operated by and on behalf of Virgin Mobile), including those beginning with a “#” or a “*” or short codes (billed per text), and texts to landlines are not included within your Plan or Add-ons and may result in additional charges.
- (c) Data:** Data usage is rounded up to the nearest kilobyte, unless otherwise stated. Applicable data Charges apply from the moment a data transmission starts and are measured by the data sent and received by the Networks in connection with such transmission, whether or not the data request is successfully completed. This means that any of your account usage details may be greater than the data actually received by your Device in connection with the Services. Note as well that certain third party apps may generate data usage even when you are not actively engaged in using them – it is your responsibility to understand how much data is used by your selected app(s). Certain 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. Virgin Mobile will temporarily block data usage on your account once it reaches **\$50** in Additional Usage Charges for domestic data per billing cycle. At such time, all subscribers on your account who have reached **100%** of their data feature will be blocked. If you or any authorized user(s) on your account wish to unblock data on your account, then you (or they) may expressly consent to continued Additional Usage Charges. If you (or they) do not consent, then data Services will be blocked on the account until the start of the next billing cycle. You will also receive notice if your access to data Services is restricted or suspended due to a credit limit or past due amounts as set out in **Section 56**.
- (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 Plan, international roaming rates may be significantly higher. Your Device may not be able to roam internationally unless you ask Virgin Mobile to enable this function and Virgin Mobile agrees to do so. Certain 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 virginmobile.ca/roaming. Virgin Mobile will temporarily block data roaming usage on your account once it reaches **\$100** in Additional Usage Charges for international data roaming per billing cycle. If you or any authorized user(s) on your account wish to continue using data roaming, then you (and they) will be given the opportunity to purchase a travel pass. If you (or they) do not purchase a travel pass, then data roaming Services will be blocked on the account until the start of the next billing cycle. You will also receive notice if your access to data roaming Service is restricted or suspended due to a credit limit or past due amounts as set out in **Section 58**.

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.

19. Can I change my Plan after I agree to a Commitment Period? Yes, however Virgin Mobile may restrict Plan changes, or require that you pay an Early Exit Charge (as described in **Section 56**).

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20. What if I move during my Commitment Period? Certain 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 Virgin Mobile Services, you may need to change your Plan (see **Section 19**) and/or your mobile number. Visit virginmobile.ca/onetimecharges as additional Fees may apply.

21. Do I own the mobile number that Virgin Mobile assigns me? No. You do not own or acquire any right in any assigned mobile number or identifier for Virgin Mobile Services (e.g. IP address, email address, web space URL, host name, Internet fax). Virgin Mobile may change, withdraw or re-assign any number or identifier assigned to you. Your mobile number may be automatically transmitted to the person you call, other carriers or to us. You can block this display either permanently or on a per-call basis at any time in accordance with the instructions posted from time to time on virginmobile.ca/callfeatures.

22. Can I keep my number?

(a) Transfers to Virgin Mobile. Virgin Mobile will ask your existing service provider to “transfer-in” or “port-in” your existing number if you: **(i)** confirm that you have the right to make the request; **(ii)** authorize Virgin Mobile 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 (including any applicable cancellation fee).

(b) Transfers from Virgin Mobile. If you or your new service provider ask us to and your assigned account and mobile number are active, Virgin Mobile 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 Virgin Mobile, including any applicable Early Exit Charge and unpaid account balances. Prepaid funds are non-refundable. Please refer to **Section 55** to understand how to end your Agreement.

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

23. 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 Virgin Mobile Services and your Device by yourself and any other users (including subscribers on your account whether or not they are “authorized users” (as defined in **Section 17**)). You must also protect your Device from theft, unauthorized use and software corruption. You are responsible to back up and safeguard your data, including your pictures, and text, email and voicemail messages. Virgin Mobile may also require that you take proactive measures to protect your Device (for example, updating software). Virgin Mobile may delete your data and reset your Device to factory settings in certain circumstances. If you have concerns about unauthorized persons ordering Virgin Mobile Services without your permission, you should investigate the appropriate use of parental controls, passwords and personal identification numbers for your account. You are responsible for payment of all Charges on your account which is why it is so important to protect your account and keep account information (including authorized users) up-to-date.

24. How do I use my Virgin Mobile Services responsibly? You are responsible for using the Virgin Mobile Services in a legal and sensible manner. Virgin Mobile monitors usage on the Networks to maintain the continuous, efficient operation of the Virgin Mobile Services and, where necessary, enforces the rules contained in the Responsible Use Policy. You must comply with the Responsible Use Policy and all applicable laws when using the **Virgin Mobile Services, including your safe use of Devices and Virgin Mobile reminds you that it is illegal and unsafe to drive while using your Device unless you are using handsfree capabilities.** We also recommend using the handsfree mode in any situation where you may be distracted (such as biking or walking with your Device). Virgin Mobile may, but is not required to, monitor (electronically or otherwise) or investigate your use of Virgin Mobile Services and Networks, including Device location, Network consumption (and how it affects operation and efficiency of the Networks and Virgin Mobile Services), use of Virgin Mobile Content (as defined in **Section 27**) or your content. Virgin Mobile 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 Virgin Mobile Services and to protect itself or others and ensure Services are not being used contrary to the Responsible Use Policy.

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CONTENT

- 25. Am I responsible for content that I create or engage with when using the Virgin Mobile 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 Virgin Mobile Services, including data, documents, videos, music, photos, etc. Virgin Mobile is not responsible for the unauthorized use or distribution of this content (including third-party content).
- 26. How does Virgin Mobile manage my content?** Only as required to provide the Virgin Mobile Services. Virgin Mobile may use, copy, adapt, transmit, display, publish, perform and distribute your content. You acknowledge that Virgin Mobile 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 Virgin Mobile), or if the applicable Service is modified or terminated, Virgin Mobile may delete it without notice to you.
- 27. Does Virgin Mobile provide its own content?** Virgin Mobile may provide its own content as part of certain Virgin Mobile 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 Virgin Mobile provides to you ("**Virgin Mobile Content**").
- 28. Is the Virgin Mobile Content I subscribe to always available?** No. All Virgin Mobile Content is provided on a "subject to availability" basis and may change in our discretion and may only be used by you in accordance with our Responsible Use Policy. Virgin Mobile will not refund Charges or credit you for any interruptions (including blackout periods) in your enjoyment of Virgin Mobile Content or any other content.
- 29. Can I redistribute the Virgin Mobile Content I subscribe to?** No. Virgin Mobile Content 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 Virgin Mobile Content provided by or through Virgin Mobile.

YOUR DEVICE

- 30. What happens if I want to upgrade my Device?** Visit virginmobile.ca/deviceupgrade to see if you are eligible for a subsidized Device upgrade. You will be required to enter into a new Agreement with Virgin Mobile at the time of the Device upgrade. Early upgrade Fees may apply. Special upgrade offers are made available in Virgin Mobile's sole discretion, and may be withdrawn at any time. You may change your Device any time you like by paying full price for your new Device and any applicable Early Exit Charge in respect of your existing Agreement.
- 31. 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. Visit virginmobile.ca/userguides to find out how. If you upgrade or replace your Device, your content may not be transferable. If your content is important to you, then ask whether the content can be transferred. You may be charged a fee for Virgin Mobile performing the transfer of content.
- 32. Does Virgin Mobile install, modify or remove software on my Device?** When you accept this Agreement, you agree to Virgin Mobile installing, modifying or removing Virgin Mobile software or other software on your Device (which may include applications, features and settings on your Device and/or SIM Card) wirelessly or otherwise without additional notice. These updates may be required in order to continue receiving the Services.

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33. What is Virgin Mobile's return policy? It depends on whether we are providing you with Postpaid or Prepaid Services:

- (a) Postpaid:** If you purchase a Device from Virgin Mobile which does not meet your needs, you may return your Device (up to **2** Devices per subscriber on your account) if the Device is: **(a)** returned within **15** calendar days of the start date; **(b)** in "like new" condition with the original packaging, manuals and accessories; and **(c)** returned with original receipt to the store of purchase or to the address specified for returns if you purchased online or by phone. You are responsible for all Charges incurred prior to your return of the Device. Virgin Mobile will not accept Devices with excessive usage in violation of our Responsible Use Policy. 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, the same conditions apply, however, you may return your Device within **30** calendar days of the start date.
- (b) Prepaid:** If you purchase a Device from Virgin Mobile which does not meet your needs, you may return your Device (up to **2** Devices per subscriber on your account) if the Device: **(a)** is returned within **15** calendar days of the start date; **(b)** is in "like new" condition with the original packaging, manuals and accessories; **(c)** returned with original receipt to the store of purchase or to the address specified for returns if you purchased online or by phone; and **(d)** has not exceeded **30** minutes of voice usage or **50** MB of data usage. 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, the same conditions apply, however, you may return your Device within **30** calendar days of the start date and double the corresponding permitted usage set out above. Funds added to your account are non-refundable.

34. 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 Virgin Mobile 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 we are providing you with Postpaid or Prepaid Services:

- (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 the minimum monthly Charge set out in your Important Member Info (if you continue this Agreement) or the applicable Early Exit Charge (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 described in **Section 39**) once you notify us that your Device was lost or stolen. However, the Active Period (as defined in **Section 39**) 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. Funds added to your account are non-refundable (including for suspended or deactivated accounts).

35. What happens if my Device doesn't work? Check your Device manual for troubleshooting tips that might help you solve the problem and contact the Device manufacturer for assistance. You will also find troubleshooting information on our website at virginmobile.ca/support. See **Section 49** (**Section 64** for Quebec Members) if your Device is covered by a manufacturer's warranty and needs to be repaired. If you give your Device to Virgin Mobile 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 Virgin Mobile. Visit virginmobile.ca/support to find out how.

36. 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 Virgin Mobile's SmartCare Plan, you will be provided with a loaner device (along with related accessories) ("**Loaner Device**") for free, if we have one available. If Virgin Mobile is unable to provide you with a Loaner Device and you would otherwise have to pay an Early Exit Charge 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. Device Payment Members will be charged the applicable Monthly Device Payment(s) during the repair period. If your Device is being repaired by Virgin Mobile and it is not covered by the manufacturer's warranty or Virgin Mobile's SmartCare Plan, then you may be charged a Fee plus applicable taxes for the Loaner Device.

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- 37. What do I do with my Loaner Device once my Device is repaired?** Simply return it to the retail location specified by Virgin Mobile before receiving your repaired Device, unless instructed otherwise by Virgin Mobile. Please remember that you must delete any personal information and content the Loaner Device contains (by resetting it to factory settings) prior to returning it to Virgin Mobile.
- 38. 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, as set out at virginmobile.ca/repaircharges without further notice. This Fee may be paid either in-store or, in some circumstances, applied to your account.

BILLING AND PAYMENT

- 39. How does Virgin Mobile bill me?** Your billing arrangement depends on whether we are providing you with Postpaid or Prepaid 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 for monthly recurring Charges and in arrears for monthly Additional Usage Charges. Your account will be assigned a billing date ("**Bill Date**"). On your first bill there will be Charges for any Services which were provided between your start date and Bill Date, so the total monthly Charges on your first bill may be different from the amount shown on your Important Member Info. Your bill will include Charges for your Plan, your Add-ons, your Pay-Per-Use Services and your Monthly Device Payments (if you are a Device Payment Member) 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 Virgin Mobile by your next Bill 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 Bill 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 or Services which are added to your account on a promotional basis will have an Active Period of **30** calendar days from the date they are added to your account unless otherwise indicated to you and are not restored or extended by Top Up. Any included but unused minutes, text messages or data in Prepaid Plans or Add-ons will not carry over beyond the applicable Plan or Add-on period. If you use an automatic Top Up program to add funds to your Prepaid account, there may be rare occasions where the activity is delayed by up to **48** hours depending on your bank or due to unforeseen circumstances. You cannot transfer any funds added into your Prepaid account to another account. Visit virginmobile.ca/topup for additional information.

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40. How can I pay Virgin Mobile? It depends on whether we are providing you with Postpaid or Prepaid Services. Virgin Mobile may also have specific payment method requirements.

(a) Postpaid: Payment can be made by pre-authorized payment from your bank account or select credit cards (which may be required to obtain certain Services). You can also make a one-time payment with select credit cards at virginmobile.ca/paybill or through the MyAccount app, by cheque (through the mail), through your bank either via their website or telephone banking, or in person at most financial institutions. If you provide a credit card or bank account (or other pre-authorized payment method) to Virgin Mobile for your monthly payments, you authorize Virgin Mobile 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 Early Exit Charge. 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 Member account profile at virginmobile.ca/changepayment, and your current authorized bank account information is on your Preauthorized Debit Authorization form. For Members outside of Quebec, Virgin Mobile may charge your account a Fee plus applicable taxes if your payment is refused by your financial institution for insufficient funds. This Fee is to offset costs incurred by Virgin Mobile.

(b) Prepaid: You have a variety of options to Top Up your account balance. You can participate in an automatic Top Up program with a pre-authorized credit card or bank account, or do one-time Top Ups with your assigned personal identification number. You can also Top Up with your credit card or a prepaid card. Please visit virginmobile.ca/topup for additional information.

41. Will Virgin Mobile ever require an immediate interim payment? Yes. If we notice usage inconsistent with your normal usage pattern, for example, Virgin Mobile may require you to pay certain amounts owing on an immediate interim basis, and in advance of your next Bill Date. If this happens, you must pay these amounts on or before the required payment date to avoid suspension or termination of your Virgin Mobile Services as set out in **Section 58**. 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.

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

43. What if I have a concern about a Charge or Fee? You have to contact us within **90** days of either the Bill 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 Virgin Mobile 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 Virgin Mobile, you confirm that you have made no separate claim for a refund for the same amount from a financial institution. Virgin Mobile will apply any credits due to you from Virgin Mobile against future Charges and Fees payable.

44. How do discounts or promotions work? Virgin Mobile will apply any discounts, incentives or promotions to your account while: **(a)** Virgin Mobile maintains these discounts, incentives, or promotions; and **(b)** you meet the applicable eligibility requirements (including maintaining your Service without interruption). Virgin Mobile 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. Before making changes to your Virgin Mobile Services (including features or Virgin Mobile Content (defined in **Section 27**)), please review applicable restrictions and/or eligibility requirements, as certain changes may result in loss of, or changes to, discounts or promotions. Please note, promotional pricing will not apply to partial billing periods (this means, for example, if a Virgin Mobile Service is cancelled in the middle of a billing period, you will not receive promotional pricing for that partial billing period).

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45. Why does Virgin Mobile charge a government 9-1-1 Fee? Virgin Mobile does not provide emergency services, but does provide a 9-1-1 Service to assist with emergency call routing (as described in **Section 9**). In addition to any 9-1-1 Service Fee Virgin Mobile may charge you itself for providing emergency call routing, Virgin Mobile 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. Visit virginmobile.ca/911 for details. See **Section 9** for limitations that apply to Virgin Mobile's emergency call routing 9-1-1 Service.

46. Does Virgin Mobile require a security deposit? Virgin Mobile 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 **1%** above the Bank of Canada's Target for the Overnight Rate in effect, calculated monthly on the last day of your monthly billing cycle, prorated for any partial month Virgin Mobile holds the security deposit. When the Virgin Mobile Services are cancelled or the conditions justifying the security deposit no longer apply (typically when you make **6** consecutive monthly bill payments in full and on time), Virgin Mobile will apply the security deposit and any earned interest against any outstanding amount owing to Bell Mobility or any other Bell company referred to in **Section 47** below, 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 **6** months from the last subscriber being added to the account and the account remaining in good standing.

47. What if I have another account with Bell that is in arrears? If your account with Bell Canada (which includes Bell Aliant and BellMTS), Bell ExpressVu or a different Bell Mobility brand is in arrears, Virgin Mobile may invoice you for, collect or set off any amounts owed to these Bell companies. Virgin Mobile may also refuse to provide you with any Virgin Mobile Services if you do not pay any amounts owed to these companies.

WARRANTIES AND LIMITATION OF LIABILITY (NOT APPLICABLE TO MEMBERS IN QUEBEC)

48. Are there any warranties on the Virgin Mobile Services? To the extent permitted by applicable law, Virgin Mobile 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 Virgin Mobile Services and does not guarantee that communications are private or secure. Virgin Mobile assumes no liability for any claims, damages, losses or expenses arising out of or otherwise relating to **(i)** the unavailability of any Virgin Mobile Services (including any Service outage or disruption), even where such unavailability occurs after activation of the Virgin Mobile Services; and **(ii)** any changes to the Networks or geographical coverage areas (both in and out of Canada).

49. Are there any warranties on Devices that I purchase from Virgin Mobile? Virgin Mobile is not the manufacturer of your Device. Any Device purchased from Virgin Mobile 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 (including non-new Devices) may have a different 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. To the extent permitted by applicable law and unless otherwise expressly provided for by Virgin Mobile in writing or as set out below, Virgin Mobile 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 Devices that you purchase, or otherwise acquire title to and ownership of, from Virgin Mobile. Implied warranties as to the quality or fitness for a particular purpose may cover your Device if you advised Virgin Mobile of the particular purpose for which you will require the Device, if you were not able to inspect the Device for defects or if the warranty is an industry practice. For repairs to an iPhone Device covered by the manufacturer's warranty, contact the Virgin Mobile Care department at **1-888-999-2321**. For all other Devices covered by the manufacturer's warranty please visit the manufacturer's website or bring your Device to a designated Virgin Mobile store with an assistance centre (visit virginmobile.ca/servicelounge). Please visit virginmobile.ca/warranty for additional information about warranties. If your Device is not covered by a manufacturer's warranty or Virgin Mobile's SmartCare Plan, Virgin Mobile 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.

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- 50. How does Virgin Mobile limit its liability? To the extent permitted by applicable law, Virgin Mobile'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 for Services payable by you during any Service outage. Other than the above-mentioned payment and to the extent permitted by applicable law, Virgin Mobile is not responsible to anyone for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages.**
- 51. Are there any circumstances when Virgin Mobile has no liability at all?** In addition to the circumstances described elsewhere in this Agreement where Virgin Mobile has already stated it is not responsible for any claims, losses, damages or expenses, to the extent permitted by applicable law, Virgin Mobile is not responsible for any claims, losses, damages or expenses relating to the distribution of content (including Virgin Mobile Content) by you or third parties. More generally, to the extent permitted by applicable law, Virgin Mobile is not responsible for failing to meet obligations due to causes beyond its reasonable control, including **(a)** work stoppage, labour disputes and strikes (including Our Companies); **(b)** pandemics, war, terrorism, and civil insurrection; **(c)** any law, order, regulation, or direction of any government; **(d)** failure of the public power grid; **(e)** unlawful acts; **(f)** your failure to act in accordance with this Agreement; **(g)** the act or omission of a telecommunications carrier whose network is used in establishing connection to a point which Virgin Mobile doesn't directly serve; or **(h)** acts of nature and all other *force majeure* events.

CHANGES TO YOUR AGREEMENT

- 52. Can Virgin Mobile make changes to this Agreement?** Yes. By giving you at least **30** (but no more than **90**) calendar days' prior notice to the date of the change, Virgin Mobile may change: **(a)** your Prepaid Services and associated Charges; **(b)** Virgin Mobile Services which are provided to you without a set 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. Virgin Mobile may only change other Virgin Mobile Services and their associated Charges in accordance with applicable law. Virgin Mobile will give you notice in writing, using a reasonable method to bring it to your attention, such as on virginmobile.ca/updates or your bill, by email or by text message. This notice will clearly identify the change and provide the effective date. Also, as required by law, this notice will set out the new term, or amended term and the term as it read before. By taking no action, you accept the change.
- 53. What if I want to refuse a change to this Agreement?** If you want to refuse the change, your remedy is to cancel the impacted Virgin Mobile Service or the Agreement (see **Section 55**). For Member in Quebec, and Newfoundland and Labrador, if the change increases your obligations or reduces ours, you may cancel without penalty by notifying Virgin Mobile up to **30** days after the date of the change. Subject to Virgin Mobile's right to make these changes, no other statements (written or verbal) will change this Agreement.
- 54. Can I make changes to these Terms and Conditions of Service?** You may not make any changes to these Terms and Conditions of Service. However, depending on the Virgin Mobile Service you subscribe to and your Plan details, you may be able to add or remove certain Services, subject to **Section 19**. You will need to check your Service details to see if additional Fees or Charges may apply.

ENDING YOUR AGREEMENT

- 55. How do I cancel my Services?** We'll be sorry to see you go, but if you need to, contact Virgin Mobile to cancel some or all of your Virgin Mobile Services. Cancellation is effective the date Virgin Mobile 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. SIM Cards will be deactivated and may not be reactivated. If you have a Prepaid account you can stop topping up and your account will be deactivated as described in **Section 58** and if you are enrolled in an automatic Top Up program, please contact us to cancel the automatic Top Up.

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- 56. Will I be charged an Early Exit Charge if I cancel my Services?** That depends. If you cancel a Virgin Mobile Service that is subject to a Commitment Period prior to the end date, you must pay Virgin Mobile an Early Exit Charge. The Early Exit Charge will be your remaining Device balance (or, for Device Payment Members, the sum of your remaining Monthly Device Payments) at the time of cancellation, as determined in accordance with the “Early Exit Charge” section shown on your Important Member Info (“**Early Exit Charge**”), plus any applicable taxes. If you have no remaining Device balance (or, for Device Payment Members, remaining Monthly Device Payments) outstanding and your Agreement has no set term (or you have a Prepaid account), you will not be charged an Early Exit Charge. The Early Exit Charge is not a penalty.
- 57. What if I have a credit balance on my final bill?** For balances equal to or above **\$10** and under **\$500** on your final bill, Virgin Mobile will mail a cheque to your preferred mailing address within **90** days of the date of that bill. For any other balance, you must contact Virgin Mobile to request that we mail a cheque to your preferred mailing address.
- 58. Can Virgin Mobile suspend or disconnect my Services for non-payment?** Virgin Mobile may suspend or disconnect any Virgin Mobile Service or terminate this Agreement if: **(a)** you fail to pay an account that is past due, provided the amount owing exceeds **\$50** 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 Virgin Mobile; or **(c)** you have previously agreed to a deferred payment plan with Virgin Mobile and you fail to comply with its terms. If Virgin Mobile is about to suspend/disconnect your Service, you will be provided with a minimum of **14** calendar days notice prior to suspension/disconnection, and that notice will let you know **(i)** the reason for the suspension/disconnection and amount owing; **(ii)** the scheduled suspension/disconnection date; **(iii)** information on the availability (or not) of deferred payment plans; **(iv)** the amount of the reconnection charge (if applicable); and **(v)** contact information for a Virgin Mobile representative who can speak with you about the suspension/disconnection. Virgin Mobile will attempt to notify you at least **24** hours in advance of your scheduled suspension/disconnection unless repeated attempts to contact you have failed. Suspension/Disconnection will always occur on weekdays between 8 a.m. and 9 p.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 suspension/disconnection may not occur after noon) in your province or territory of residence. See **Section 43** if you dispute any Charges or Fees that are past due.
- 59. Are there other circumstances when Virgin Mobile may suspend or disconnect my Services?** Yes. To the extent permitted by applicable law, Virgin Mobile can cancel any Service or this Agreement upon a minimum of **30** days (**60** days’ in Quebec, and Newfoundland and Labrador), prior written notice to you, including where Virgin Mobile ceases to offer a Service to which you subscribe. Additionally, Virgin Mobile can, without notice and for cause, suspend, cancel or refuse to provide Virgin Mobile Services to you (including blocking numbers or area codes), or disable your Device. Cause includes: **(a)** Virgin Mobile would have to incur unanticipated, unaccounted for, unusual or unreasonable expenses to provide any Virgin Mobile Service or third party service (such as certain conference services or service to high-cost areas); **(b)** Virgin Mobile has a reasonable suspicion that fraudulent or other illegal 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)** your failure to comply with any part of the Agreement, including the Responsible Use Policy; or **(e)** your use of Virgin Mobile Services is not consistent with your ordinary usage patterns.
- 60. Will I be charged an Early Exit Charge if Virgin Mobile disconnects my Services?** If Virgin Mobile cancels your Virgin Mobile Services for cause, an Early Exit Charge will be charged to your account.
- 61. Do I still have to pay Virgin Mobile if my Services are suspended?** Unless you are told otherwise (for example, in circumstances set out in **Section 36**), you are responsible to pay for Charges (including Monthly Device Payments for Device Payment Members) even while your Virgin Mobile Services are suspended. If your Virgin Mobile Services are suspended and the reason for suspension has not been resolved within **14** calendar days from the suspension date, Virgin Mobile may cancel your Virgin Mobile Services. If you wish to resume your subscription to your Virgin Mobile Service, you must pay the applicable (re)connection Fee as set by Virgin Mobile, plus applicable taxes. You are responsible for notifying any third-party providers of services, merchandise or information of the termination of the Virgin Mobile Services or this Agreement.

TERMS AND CONDITIONS OF SERVICE

62. Does any part of this Agreement continue after termination of my Services? Yes. Rights and obligations which by their nature continue beyond termination will continue to survive and remain in effect after the applicable Virgin Mobile Service or Agreement has been cancelled. This includes but is not limited to, the following sections: **Sections 3-6** (Your Information and Communication Preferences), **Sections 39-47** (Billing and Payment), **Sections 48-51** and **63-66** (Warranties and Limitation of Liability) this **Section 62** and the Our Agreement Page.

TERMS APPLICABLE TO MEMBERS IN QUEBEC

63. Are there any warranties on the Virgin Mobile Services? Virgin Mobile 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 Virgin Mobile Services and does not guarantee that communications are private or secure.

64. Are there any warranties on Devices that I purchase from Virgin Mobile? Virgin Mobile is not the manufacturer of your Device. Any Device purchased from Virgin Mobile 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 (including non-new Devices) may have a different 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. Unless otherwise expressly provided for by Virgin Mobile in writing, Virgin Mobile 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 Devices that you purchase, or otherwise acquire title to and ownership of, from Virgin Mobile. For repairs to an iPhone Device covered by the manufacturer's warranty, contact Virgin Mobile at **1 888 999-2321**. For all other Devices covered by the manufacturer's warranty, please visit the manufacturer's website or bring your Device to a designated Virgin Mobile store with an assistance centre (visit virginmobile.ca/servicelounge). Please visit virginmobile.ca/warranty for additional information about warranties. If your Device is not covered by a manufacturer's warranty or Virgin Mobile's SmartCare Plan, Virgin Mobile 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.

65. How does Virgin Mobile limit its liability? Virgin Mobile's liability for damages is limited to payment, upon request, of a maximum amount of the greater of \$20 or an amount equal to the Charges for Services payable by you during any Service outage.

66. Are there any circumstances when Virgin Mobile has no liability at all? Virgin Mobile is not responsible for failing to meet obligations due to causes beyond its reasonable control, including **(a)** any law, order, regulation or direction of any government; **(b)** work stoppage, labour disputes and strikes (including those involving us and Our Companies); **(c)** failure of the public power grid; **(d)** unlawful acts; **(e)** your act or your failure to act in accordance with this Agreement; **(f)** the act or omission of a third party, including a telecommunications carrier whose network is used in establishing connection to a point which Virgin Mobile doesn't directly serve; or **(g)** acts of nature and all other force majeure events. In addition, Virgin Mobile is not responsible for circumstances described elsewhere in this Agreement where Virgin Mobile has already stated it is not responsible.

67. What if I am a Device Payment Member living in Quebec? The following may apply: Clause required under the Consumer Protection Act.

(Clause of forfeiture of benefit of the term)

Before availing oneself of this clause, the merchant must forward the consumer a notice in writing and a statement of account. Within **30** days following receipt of the notice and statement of account by the consumer, the consumer may:

- (a)** either remedy the fact that s/he is in default;
- (b)** or present a motion to the court to have the terms and conditions of payment prescribed in this contract changed;

TERMS AND CONDITIONS OF SERVICE

- (c) or present a motion to the court to obtain permission to return the goods forming the object of this contract to the merchant.

If the consumer returns the goods to the merchant with the permission of the court, her/his obligation under this contract is extinguished and the merchant is not bound to return to the consumer the payments s/he has received from her/him. It is in the consumer's interest to refer to **sections 104 to 110** of the Consumer Protection Act (chapter P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.

Clause required under the Consumer Protection Act. (Contract involving credit)

- (1) The consumer may cancel this contract without charge within **2** days following the day on which each party takes possession of a duplicate of the contract, except in the case of the sale of a new automobile of which the consumer has taken delivery.

To cancel the contract, the consumer must:

- (a) return the goods to the merchant or his/her representative if s/he received delivery of the goods at the time each party came into possession of a duplicate of this contract;
- (b) forward a notice in writing for that purpose, or return the goods to the merchant or her/his representative if s/he did not receive delivery of the goods at the time each party came into possession of a duplicate of this contract.

- (2) The contract is cancelled, without further formality, as soon as the consumer returns the goods or sends the notice.
- (3) As soon as possible after cancellation, the consumer and the merchant must return what they have received from one another.

The merchant shall assume the costs of restitution.

- (4) The merchant shall assume the risk of loss or deterioration, even by superior force, of the goods forming the object of this contract, until the expiry of the **2**-day period after the day the parties came into possession of a duplicate of the contract.
- (5) The consumer shall not cancel this contract if, as a result of any act or fault for which s/he is liable, s/he is unable to restore the goods to the merchant in the condition in which s/he received them.
- (6) The consumer may pay her/his obligation in whole or in part before maturity.

The balance due is equal at all times to the sum of the balance of the net capital and credit charges computed in accordance with the Act and the General Regulation made under the Act.

- (7) The consumer may, once a month and without charge, require a statement of account from the merchant; the latter must furnish or forward it to her/him as soon as possible and at the latest within **10** days of the receipt of the request.

In addition to the statement of account prescribed above, the consumer who wishes to pay the balance of his obligation before maturity, may, at all times and without charge, require a statement of account from the merchant; the latter must furnish or forward it to her/him as soon as possible and at the latest within **10** days of the receipt of the request.

It is in the consumer's interest to refer to **sections 73, 75 to 79 and 93** of the Consumer Protection Act (chapter P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.

TERMS AND CONDITIONS OF SERVICE

GENERAL

- 68. What if parts of this Agreement become unenforceable?** If any part of this Agreement becomes outdated, prohibited or unenforceable, the remaining parts will continue to apply to you and Virgin Mobile. Remember that even if Virgin Mobile does not enforce any part of this Agreement for any period of time, that part still remains valid and Virgin Mobile can enforce it in the future.
- 69. What laws apply to this Agreement?** Because Virgin Mobile 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, and any provincial laws (or portions thereof) which may apply to Virgin Mobile in the province in which your Service is provided.
- 70. What if I have a complaint that Virgin Mobile hasn't been able to resolve?** If you have a complaint that the Virgin Mobile Care department (contact information listed below) has been unable to resolve to your satisfaction, you can contact the Commissioner for Complaints for Telecom-television Services (CCTS): P.O. Box 56067 – Minto Place RO Ottawa, Ontario, K1R 7Z1. Toll-free: **1-888-221-1687**. TTY: **1-877-782-2384**. Fax: **1-877-782-2924**. Email: response@ccts-cprst.ca. CCTS website information is at: ccts-cprst.ca.
- 71. Can this Agreement be transferred?** Virgin Mobile may transfer or assign all or part of this Agreement (including any rights in accounts receivable) at any time. You may not transfer or assign this Agreement, your account or the Virgin Mobile Services (including any unused feature allowance) without Virgin Mobile's prior written consent.
- 72. Is this Agreement available in alternative formats?** Yes. You can request alternative formats by contacting our Virgin Mobile Care department at **1-888-999-2321** between Monday to Saturday from 9 a.m. to 9 p.m. in your province/territory of residence and Sunday from 10 a.m. to 7 p.m.
- 73. 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.
- 74. What do I need to know about the Virgin Mobile trademarks?** The "Virgin" name and signature, the "Virgin Mobile" and "Virgin Mobile Canada" name and logo, and other marks used by Virgin Mobile are trade-marks of Virgin Enterprises Ltd. and used under license by Virgin Mobile. All unauthorized use of any Virgin Enterprises Ltd. or other owned trade-marks is absolutely prohibited. Please contact us if you would like to use any of the trade-marks.

CONTACT INFORMATION

We're here to help. If you have any questions about your Virgin Mobile Service or your Agreement, we'd be happy to help. Contact us anytime online at virginmobile.ca/contactus, or call the Virgin Mobile Care department at **1-888-999-2321** between Monday to Saturday from 9 a.m. to 9 p.m. in your province/territory of residence and Sunday from 10 a.m. to 7 p.m. Our mailing address is: 720 King Street West, Suite 905, Toronto, ON M5V 2T3.

SCHEDULE A: SMARTCARE

The following terms only apply to you if you have signed up for a SmartCare plan (“**SmartCare Plan**” or “**SmartCare**”) and are an active Virgin Mobile Member at the time you file a service request. For more information on Virgin Mobile’s SmartCare Plan, visit virginmobile.ca/smartcare. This Schedule does not apply to residents of Manitoba or Saskatchewan.

- 1. How do I subscribe to Virgin Mobile’s SmartCare Plan?** You can subscribe to SmartCare for protection of your eligible device, which may include basic phone (“**Basic Phone**”), data stick (“**Data Stick**”), smartphone (“**Smartphone**”) premium select smartphone (“**Premium Select Smartphone**”), tablet (“**Tablet**”), premium tablet (“**Premium Tablet**”) or data-only device (each a “**Device**” for the purposes of this **Schedule A**) at time of activation or upgrade, or you may sign up at a Virgin Mobile store within **30** calendar days of your start date. Virgin Mobile may allow you, in its own discretion, to sign up for SmartCare once this period has elapsed. A visual inspection of the Device may be required because previously damaged Devices are not eligible for the SmartCare Plan. Once you have signed up, a phone call from or to the Device must be made (or for Data Sticks and other data- only devices, a minimum of **1** kilobyte of data must be transmitted) for SmartCare coverage to begin (“**Protected Device**”). If you meet the applicable eligibility requirements, Virgin Mobile may allow you to pool your SmartCare Plan coverage for multiple Protected Devices on the account to receive a discount on your SmartCare Plans’ monthly charges (the “**Multi-Device Discount**”). Note that SIM Cards do not form part of the Protected Device and SmartCare coverage will not apply to a device in which a SIM Card is inserted even if that SIM Card was originally associated with a Protected Device.
- 2. What does my SmartCare Plan Cover?** If your Protected Device suffers an operational or structural failure due to defects in parts or workmanship which does not fall under one of the Coverage Exclusions set out in the Coverage Details and Fees table below after the first **12** months of the manufacturer’s limited warranty (“**Failure**”) and/or is lost, stolen or is affected by one of the other events set out in the Coverage Inclusions described in the Coverage Details and Fees table below, then Virgin Mobile will replace it with a Device of comparable kind and quality (“**Replacement Device**”) so long as you: **(a)** have not yet exceeded the maximum number of replacements of your Protected Device(s) (as set out in the Coverage Details and Fees table below); **(b)** file a service request within **30** calendar days of the Failure; **(c)** provide proof of purchase of the Protected Device; **(d)** provide identification as requested; **(e)** provide an affidavit, as requested; and **(f)** pay the required applicable Fees as set out below. **Virgin Mobile makes no promise, representation or warranty that any Replacement Device will be new, identical or offer the same functionalities as the Protected Device being replaced.** However, if the Replacement Device you are given (which may be new or refurbished) is a different model than the Protected Device that has suffered a Failure, then Virgin Mobile will also replace the battery and/or charger used with your Protected Device. Replacement Devices will not exceed **\$1,500** retail price per replacement even if the retail price of the Protected Device is higher.
- 3. What happens if my Protected Device suffers a failure during the original 12 month manufacturer’s warranty period?** If **(a)** the failure happens within the first **12** months of you activating the Protected Device on the Network; and **(b)** the failure is due to defects in parts or workmanship, then the manufacturer’s warranty will apply and Virgin Mobile will not replace the Protected Device under your SmartCare Plan. Instead, you must return the Protected Device to be serviced by the manufacturer under the terms of the manufacturer’s warranty. Visit **Section 49 (Section 64 for Quebec Members)** of the Terms and Conditions of Service for additional information.
- 4. When will I receive my Replacement Device if my service request is approved?** If your service request is approved, the Replacement Device will be shipped to you by mail (typically, within **2** to **10** business days), or you may be required to pick up the Replacement Device at a retail location in your area.
- 5. How long do I have to accept delivery of the Replacement Device?** You must accept delivery of your Replacement Device within **30** calendar days of Virgin Mobile having shipped your Device or else Virgin Mobile will close your Replacement Device request.
- 6. Will I be charged a Fee for my Replacement Device?** Yes. You will be charged a non-refundable fee (“**Service Replacement Fee**”) for each approved Replacement Device which may vary depending on the type of Protected Device you are replacing. Service Replacement Fees are lower than the full retail value of the Protected Device. See the Coverage Details and Fees table below for your applicable Service Replacement Fee.

SCHEDULE A: SMARTCARE

- 7. Does my Replacement Device come with a manufacturer's warranty?** The Replacement Device immediately becomes the Protected Device and it is warranted to be free of defects in parts and workmanship for a period of **90** calendar days from the date it is shipped to you ("**Replacement Device Warranty Period**"). If, during the Replacement Device Warranty Period, the Replacement Device fails to operate due to defects in parts or workmanship, it will be replaced with a further replacement device of comparable kind and quality and such further replacement will not be subject to a Service Replacement Fee nor will it be counted toward the maximum Replacement Devices you are entitled to, as described in **Section 9** below.
- 8. What happens if I return my Protected Device to Virgin Mobile and Virgin Mobile decides the Failure is excluded from coverage?** If Virgin Mobile decides the Protected Device did not suffer a Failure or the failure is not protected by your SmartCare Plan, then we'll let you know in writing. You will also have to pay the Non-Covered Service Fee as set out in the Coverage Details and Fees table below. See the Coverage Details and Fees table for a list of excluded Failures.
- 9. Is there a maximum number of replacements for a Protected Device under my SmartCare Plan?** Yes. Once you have completed the maximum number of replacements of your Protected Device(s) as described under "Maximum Number of Replacement Devices" in the Coverage Details and Fees table below (not including replacements as a result of Failure during the Replacement Device Warranty Period), your SmartCare Plan(s) for such Protected Device(s) will be cancelled. Upon cancellation, Virgin Mobile will discontinue all subsequent monthly charges for the cancelled SmartCare Plan(s) on your account. For Protected Devices covered under the Multi-Device Discount, your pooled SmartCare Plan coverage will automatically renew upon the earlier of **(a)** the start date for SmartCare Plan coverage subscription for a new Device under the account; and **(b) 24** consecutive months elapsing from the date of order confirmation for your first Replacement Device.
- 10. What do I do with the Protected Device that is being replaced?** The Protected Device that is being replaced (other than Protected Device being replaced due to loss or theft) must be returned to Virgin Mobile in the return mailer included with your Replacement Device within **5** business days of you receiving the Replacement Device. You can call Virgin Mobile at: **1-866-213-2143** to request a prepaid return mailer, if misplaced. The Protected Device that is replaced becomes property of Virgin Mobile and may not be activated on the Networks or on any other wireless network. You assign to Virgin Mobile all rights and benefits of any manufacturer's warranty or other coverage relating to the Protected Device that is replaced. You are also responsible for first backing up any personal information and content contained on the Protected Device which you want to preserve and then deleting such personal information and content (by resetting your Device to factory settings) prior to giving your Device to Virgin Mobile (visit virginmobile.ca/userguide for instructions).
- 11. What happens if I don't return to Virgin Mobile the Protected Device that is being replaced, or I return the Protected Device with my content and syncing software or activation lock still enabled?** You will have to pay either the non-return fee ("**Non-Return Fee**") or the sync/software unlocking fee ("**Sync/Software Unlocking Fee**") as applicable and as set out in the Coverage Details and Fees table below, which varies depending on the Protected Device.
- 12. What if I receive a Replacement Device under my SmartCare Plan due to loss or theft of my Protected Device and I find or recover the Protected Device later?** You must return the recovered Protected Device to Virgin Mobile immediately. The Protected Device that has been replaced becomes the property of Virgin Mobile and may not be activated on the Networks or any other wireless network. Follow the instructions in **Section 10** of this Schedule or you can call **1-866-213-2143** for more information.
- 13. How does Virgin Mobile bill me for SmartCare?** The monthly charge for the SmartCare Plan you selected (plus applicable taxes) will appear on your monthly bill for your Virgin Mobile Services. Other applicable Fees related to your SmartCare Plan (for example, Non-Return Fees, Service Replacement Fees, or Non-Covered Service Fees (as set out below) plus applicable taxes might be added to your monthly bill or Virgin Mobile may decide to collect such Fees from you before providing you with any Replacement Device.

Please see the next page for the Coverage Details and Fee Table.

SCHEDULE A: SMARTCARE

Coverage Details and Fees (applicable taxes extra)

A complete list of eligible Devices, along with the monthly charge for each SmartCare Plan, is available at: virginmobile.ca/smartcare or in Virgin Mobile stores.

	Coverage Details and Fees
Coverage Includes	Defects in parts and workmanship beyond original manufacturer's warranty, Accidental damage (including liquid), Power surge, Loss or theft, Normal wear and tear
Coverage Exclusions	<p>(a) incidental or consequential damages; (b) any failures caused by any act of God or any other cause beyond the control of Virgin Mobile, the manufacturer of the Protected Device or any other person or entity, including but not limited to, war, acts of public enemy or terrorist, labour difficulties and/or acts of government; (c) abuse, misuse or intentional acts; (d) pre-existing Failures prior to subscribing to SmartCare; (e) Failures that occur within the first 12 months of the date the Protected Device is activated on the Network and which are due to defects in parts or workmanship; (f) changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to the Protected Device (whatever the cause), including but not limited to, scratches that do not affect the mechanical or electrical function of the Protected Device; (g) Failure of the Protected Device caused by computer viruses or similar unauthorized codes or programming; (h) contraband or any property transported or traded illegally; (i) any property sent to you from anyone other than Virgin Mobile; (j) routine maintenance and consumable items (for example, batteries); (k) battery chargers (except that one standard Charger will be provided with Replacement Device if the Replacement Device is a different model than the Protected Device or if the Charger has also failed); (l) antennas; (m) SIM Card; and (n) any accessories.</p> <p>Additionally, Device software and the below software-related scenarios are excluded from coverage and not protected by your SmartCare Plan:</p> <p>(a) assistance with network coverage issues, such as dropped calls/data interruptions; (b) over-the-air updates to operating systems, firmware, or other software; (c) modification of Original Equipment Manufacturer ("OEM") software; (d) installation of third-party software or OEM drivers not supported by the Protected Device; (e) computer setup, support or repair; (f) home or wireless router/modem or network setup, support or repair; (g) peripheral setup, support or repair; (h) installation of non-sanctioned applications; and (i) data migration from phone to phone or computer to computer.</p>
Maximum Number of Replacement Devices	<p>For accounts without the <u>Multi-Device Discount</u>, you may obtain a maximum of 2 Replacement Devices per Protected Device.</p> <p>For accounts with the <u>Multi-Device Discount</u>, you may obtain a maximum of 5 Replacement Devices, in total, for 3 Protected Devices (with 1 additional Replacement Device available for each additional Protected Device on the account).</p> <p>Each Replacement Device shall have a maximum value of \$1,500.</p>
Replacement Device Warranty	90 days from date Virgin Mobile ships Replacement Device to you
Replacement Device Coverage	Yes – SmartCare coverage automatic
Service Replacement Fee	\$50 to \$399 – Fee varies depending on Device model chosen

SCHEDULE A: SMARTCARE

	Coverage Details and Fees
Non-Covered Service Fee (if Failure determined to be an exclusion)	\$100 – Basic Phone or Data Stick \$300 – Smartphone or Tablet \$400 – Premium Select Smartphone or Premium Tablet
Non-Return Fee (if Protected Devices being replaced are not returned)	Applies if Protected Device is not returned (excludes Lost or Stolen Devices). Protected Devices – Original Device or Refurbished Replacement Device: \$100 – Basic Phone or Data Stick \$300 – Smartphone or Tablet \$400 – Premium Select Smartphone or Premium Tablet Covered Devices – New Replacement Device: Full retail price
Sync Software/Unlocking Fee	Applies if Protected Device is returned with content and sync software (such as Find My iPhone) and activation lock are enabled. \$300 – Smartphone or Tablet \$400 – Premium Select Smartphone or Premium Tablet

SCHEDULE B: RESPONSIBLE USE OF VIRGIN MOBILE SERVICES

Are there any rules regarding my use of Virgin Mobile Services, the Networks or my Device? Yes. Virgin Mobile encourages all of its Members to use the Virgin Mobile Services responsibly. Abuse or misuse of Virgin Mobile Services, the Networks, or Devices impacts all Members and is something Virgin Mobile takes very seriously – **and which could result in the termination of your Agreement with Virgin Mobile, or lead to criminal or civil charges.** Virgin Mobile may immediately suspend, restrict, change or cancel all or part of your Services and modify or deactivate your Device without notice or take other necessary protective measures if Virgin Mobile has reasonable grounds to believe there is a breach of any of these provisions. For example, you are strictly prohibited from:

- (a) using, enabling, facilitating, or permitting the use of any Virgin Mobile Services or your Device for an illegal purpose, criminal or civil offence, intellectual property infringement, harassment (including cyberbullying, cybercrime, disruptive, intimidating, annoying or offensive calls/transmissions), or in a manner that would breach any law, regulation or the policies of any Internet host;
- (b) installing, using or permitting the use of any Virgin Mobile Services without reading and accepting (or in contravention of) the terms of any separate license agreement or terms of use for the use of software, content (including Virgin Mobile Content) and/or documentation (as applicable) in connection with the Virgin Mobile Services;
- (c) enabling, facilitating or permitting the transmission of unsolicited messages such as spamming or phishing. Virgin Mobile may (i) filter any message determined by Virgin Mobile to be spam from your in-box to an anti-spam folder and delete this message; and (ii) set a limit on the number of messages a Member may send or receive through e-mail;
- (d) uploading or downloading, making available, transmitting, posting, publishing, disseminating, receiving, retrieving, storing, linking to or otherwise reproducing, offering, distributing, enabling or providing access to information, software, content, files or other material which: (i) is confidential or protected by copyright or other intellectual property rights without prior authorization of the rights holder(s); (ii) is defamatory, discriminatory, violent, obscene, child pornography or hate propaganda; (iii) constitutes invasion of privacy, impersonation, forging, appropriation of identity or unauthorized linking or framing; or (iv) is designed to assist users in defeating technological protection measures (like geoblocks), registration and any other anti-theft mechanisms or in the fraudulent use of telecommunications or broadcasting services;
- (e) using or purchasing any Virgin Mobile Service for the purpose of reselling, remarketing, transferring without Virgin Mobile's consent or receiving any fee or other benefit for the use of any Service. If you engage in any of these activities you will pay in full all charges billed to you at the lesser of **\$30** per megabyte plus applicable taxes or such other amount which Virgin Mobile reasonably estimates as its liquidated damages. This fee is not a penalty. Your payment of these charges does not affect Virgin Mobile's right to claim any additional amounts from you, including through court proceedings, that may reflect Virgin Mobile's other losses as a result of your engaging in any of the prohibited activities described above;
- (f) attempting to receive any Virgin Mobile Service without paying the applicable Charges or Fees, modifying or disassembling your Device (including the alteration, copying, reproduction of or tampering with electronic serial numbers, IMEI or other identification, signaling or transmission functions or components of your Device), changing any identifier issued by Virgin Mobile or a Bell Company, attempting to bypass the Networks, or re-arranging, disconnecting, removing, repairing or otherwise interfering with the Services, or Virgin Mobile's or Bell Mobility's equipment or facilities;
- (g) excessive use of Services. Virgin Mobile considers that data usage in excess of **25** GB per billing cycle is disproportionate and excessive for Network management purposes. Members whose wireless usage exceeds this threshold may, in Virgin Mobile's sole discretion, have their Services suspended, disconnected, changed or restricted, including having data speeds reduced to as low as **16** kbps;

SCHEDULE B: RESPONSIBLE USE OF VIRGIN MOBILE SERVICES

- (h) adapting, reproducing, translating, modifying, decompiling, disassembling, reverse engineering or otherwise interfering with any software, applications or programs used in connection with Virgin Mobile Services (whether owned by or used under licence to Virgin Mobile or Bell Mobility) for any purpose including “testing” or research purposes; or modifying, altering, or defacing any of the trade-marks, or other intellectual property made available through Virgin Mobile Services or using any indemnity or intellectual property except for the express purpose for which such intellectual property is made available to you through Virgin Mobile Services;
- (i) posting or transmitting any content, data or software containing a virus, “cancelbot”, “Trojan horse”, “worm” or other harmful or disruptive component or committing any act which may compromise the security of your Internet host in any way (including analyzing or penetrating a host’s security mechanisms); and
- (j) using harassing or abusive language or actions, whether verbal, written or otherwise, directed at Virgin Mobile employees, suppliers, agents and representatives.

VIRGIN MOBILE COMMITMENT TO PRIVACY

Virgin Mobile is committed to maintaining the privacy, accuracy and security of your Personal Information. Under Virgin Mobile's Privacy Policy, "**Personal Information**" is information about you as an identifiable individual that is protected by law. This Commitment to Privacy is a summary of our Privacy Policy and highlights important points that may be of interest to you.

1. **What information does our Privacy Policy apply to?** All Personal Information that we collect, use or disclose about our individual members and authorized users is covered by our Privacy Policy. This may include information such as your name, mailing address, email address, phone number, credit information, and billing or service records. There are some exceptions created by applicable law to what might ordinarily be considered Personal Information.
2. **When does Virgin Mobile collect personal information?** We collect information during the inquiry, activation or purchase process for a product or a service, when we provide service to you (including technical support or during the warranty/repair claims and service process), automatically when you use our products or services or visit our websites, call into a call centre and via security cameras when you shop in one of our corporate retail locations and also from third-parties, such as credit reporting agencies or other third-parties with whom you have had a payment relationship.
3. **How does Virgin Mobile use my Personal Information?** We collect information to:
 - establish and maintain responsible commercial relations with you and to provide ongoing service;
 - try to understand the needs and preferences of our members, and determine your eligibility for products and services;
 - recommend products and services to meet your needs;
 - develop, enhance, market or provide products and services;
 - manage and develop our business and operations; or
 - meet our legal and regulatory requirements.
4. **When is my Personal Information disclosed?** Your Personal Information may be shared among the other Bell companies and brands as they exist over time, including: Bell Aliant, Bell Canada, Bell Express Vu LP (Bell TV), Bell Media, Bell Mobility, BellMTS, The Source, Cablevision du Nord, DMTS, KMTS, NorthernTel, Ontera, Solo Mobile and Telebec. We may disclose your Personal Information in a variety of circumstances and for the purposes set out within our Privacy Policy, such as when we have your express or implied consent. Where necessary, we will request your further consent before disclosing your Personal Information for any new purpose(s).
5. **How is my Personal Information protected?** We use appropriate technical and operational security safeguards which vary depending on the sensitivity of the Personal Information in question. All of our employees with access to Personal Information are required to respect the confidentiality of Personal Information. Personal Information we disclose to third-parties is governed by our Privacy Policy through comparable protections in our commercial agreements and is also protected by additional safeguards, if required, depending on the sensitivity of the Personal Information involved.
6. **Can I opt-out of the collection, use or disclosure of my Personal Information by Virgin Mobile?** Sometimes. You can opt-out of your Personal Information being used for a variety of marketing communications by us, including telemarketing or addressed marketing mail, or commercial electronic messages like emails and SMS messages. But where your Personal Information is reasonably necessary to provide you with the services you requested or the operation of our network, you cannot continue to use the services and opt-out of the collection, use and disclosure of your Personal Information because it is a condition of services. In these circumstances, you must terminate your services to stop the collection, use and disclosure of your personal information.
7. **Where can I find a copy of the Privacy Policy?** You can get a copy of our Privacy Policy online at: virginmobile.ca/privacy or by contacting the Virgin Mobile Privacy Office using the contact information provided below. Please also visit our privacy pages at virginmobile.ca/privacy for additional information.
8. **Questions or concerns about our privacy practices?** If you still have unresolved privacy concerns you can contact us at virginmobile.ca/contactus. If a service representative cannot address your concerns to your satisfaction, contact the Virgin Mobile Privacy Office at:

160 Elgin St., Ottawa ON K2P 2C4 or by email at privacy@virginmobile.ca.