

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

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

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

In certain cases throughout this agreement, Services are managed and provided by Bell Mobility or its partners on behalf of Hay Communications Co-operative Limited.

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

1. What is covered by this Agreement? This Agreement is for "**Hay 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 Hay, 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 Customer support). This Agreement also applies to any wireless device ("**Device**") to be used with the Services. If you have entered into (I) an installment agreement with Hay ("**Hay Finance Installment Agreement**"), your arrangement is subject to the terms of this Agreement as well, unless stated otherwise. Only Hay issued subscriber identity module cards ("**SIM Cards**"), which are required to connect your Device to the Bell Mobility network, can be activated.

2. How do I accept this Agreement? You (a) sign the signature page of this Agreement; (b) agree verbally to enter into this Agreement or (c) activate or use any of the Hay Services.

Your Information and Communication Preferences

3. How does Hay protect my personal information? Hay protects your personal information in a manner consistent with Hay's Privacy Policies available at hay.net/termservice and applicable laws. By entering into this Agreement, you agree that Hay may share your information with Bell Mobility. Bell Mobility privacy policy is available at bell.ca/privacy.

4. Does Hay collect, use or disclose my credit information? If you are a Postpaid Customer, 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 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 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.

5. How can I be sure that Hay has accurate contact information for my account? You are responsible for keeping the contact and payment information you provide to Hay for yourself and any subscribers on your account (including name, mailing address, email address, telephone number, credit card or bank account information) up to date. View your SmartHub account available under the Account page at hay.net or call us at 519-236-4333 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 Hay recommend and market its own products and services to me? At Hay, we use a number of ways to keep our customers informed about the products and services we 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 to commercial electronic messages by using the opt- out link in the message. 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? Visit bell.ca/coverage for the latest service coverage areas and maps. Note that Bell and their roaming partners may, without notice, change networks or geographical coverage areas (both in and out of Canada) and remember that Hay or Bell Mobility are not liable for any loss you or anyone else may suffer as a result of any disruptions or outages to the Services, or as a result of any changes to the networks or geographical coverage areas (both in and out of Canada).

8. What speed can I expect from the Services? As fast as technology and your Device and selected Services, allow. We don't guarantee the Services will achieve peak speeds (even if you pay extra to get higher peak speeds). We or Bell mobility, 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 Hay's Responsible Use of Wireless Services policy ("**Responsible Use of Wireless Services Policy**") in Schedule A, then Hay may reduce your speed for network management purposes or terminate your service. If you'd like, you can review the Responsible Use of Wireless Services Policy for greater detail.

9. Is 9-1-1 always available? Is Hay Responsible for Emergency Alerts? No. Further details below.

- (a) Your service includes **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 rate plans (defined in **Section 14**): certain Devices like tablets, modems and turbo sticks/hubs or Devices equipped with data-only Rate 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 emergency call routing is provided by Bell mobility, 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 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 hay.net/termservice. **To the extent permitted by applicable law, Bell and Hay are not responsible for any inability to access 9-1-1 Service.**
- (b) **Emergency Alerts:** As required by law, Bell mobility distributes mandatory emergency alerts issued by government bodies (such as Environment and Climate Change Canada) that it received from the Alert Ready system ("**Emergency Alerts**") to compatible Devices connected on the Bell LTE network. **Bell or Hay are 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.

10. Will all Hay Services work with all Devices? No. Hay does not guarantee the Services, including 9-1-1 Service, will work on all Devices, especially if the Device was not purchased directly from Hay or if it was modified in a way which Hay 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 SIM Card may not be compatible with all Devices, and your Hay Services (including Rate Plan and Data Feature (as defined in **Section 14**)) must be used exclusively with the specific type of compatible Device that Hay has identified at hay.net. 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? Bell or Hay may change the minimum technology requirements for the 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 Services.

12. Does Hay issue credits for Service outages? Any credit or refund for Service unavailability is entirely at Hay's discretion.

Managing Your Account

13. What is the term of my Agreement? Your Agreement with Hay 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 58**, the Rate Plan you subscribe to is no longer available or you select a new Rate Plan. If you agree to a Commitment Period of **12** months or longer, Hay will notify you **90** calendar days prior to the expiry of your Commitment Period. Cancelling your Agreement may result in a Cancellation Fee (as defined and set out in **Section 59**).

14. What is the difference between a Rate Plan, a Data Feature, an Add-on and Pay-Per-Use Services? Hay provides you with a variety of subscription options when ordering Services. You can subscribe to pre-defined Services (your "**Rate Plan**"), add features (not within the Rate Plan) that interest you (in the case of data Service, a "**Data Feature**" and otherwise an "**Add-on**"), and have the additional option of using and paying for certain Services as-needed ("**Pay-Per-Use**"). The amount you must pay for any use of the Services (your "**Charges**") will vary depending on the combination of Services you select. Any usage over and above that which is

included in your Rate Plan, Add-on or Data Feature 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 Rate Plan or Add-on or Data Feature? You will pay extra for that. Additional Usage will be charged to you at the Pay-Per-Use rate (visit hay.net/mobile), unless your Rate Plan or selected Add-ons or Data Feature specify a different rate, which may change over time in accordance with **Section 55**.

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 Customer Service Representative completes a transaction on your behalf. You will be notified of and must agree to a Fee before it is charged. Fees are usually charged separately from your Rate Plan and may change from time to time in accordance with **Section 55**. Fees, such as the connection activation fee are usually charged separately from your Rate Plan and may change from time to time in accordance with **Section 55**. Hay Financed Device customers must also pay the monthly Device payment shown on your Critical Information Summary ("**Monthly Device Payment**") in accordance with the terms of your Hay Finance Installment Agreement. "Charges" (as defined in **Section 14**) includes Monthly Device Payments for Hay Finance Option Customers. 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 Hay account online through Hay.net/SmartHub. You can view your voice, text and data usage by downloading the MyBell Self Serve App to your device. Through your **MyBell** account, you can unblock data. Through the registered MyBell app downloaded on your mobile device, you can view your usage, Rate Plan and Add-on details. The authorized account holder must contact Hay to manage your account including which subscriber(s) are authorized to unblock data, change, add or remove Rate Plans and other add-ons, edit your notification preferences for data blocks and add other authorized account holders.

18. How does Hay 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 bell.ca/coverage. Calls to special numbers (excluding those operated by and on behalf of Bell) including those beginning with a "#", a "*" or short codes (billed per call) are not included within your Rate Plan or Add-ons and may result in additional charges.

(b) Text: Your incoming and outgoing text messages are counted. 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 network but cannot be delivered to your Device. Applicable text Charges continue to apply and you will be billed for those text messages even if you do not immediately receive them. Interactive text messages (also known as premium short code messages) are billed outside of normal text message Charges and additional Fees apply. Premium short code messages can be stopped by replying to a message with the word STOP. Contact Hay for further information to block premium short code messages. Texts to special numbers (excluding those operated by and on behalf of Bell), including those beginning with a "#", a "*" or short codes (billed per text) are not included within your Rate 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 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 Rate Plans, Add-ons or Data Features 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. Bell 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.

(d) Roaming: You are "**roaming**" whenever your Device has to use another wireless service provider's network to send or receive voice, text or data transmissions. Roaming can occur in Canada or internationally. Depending on your Rate Plan, international roaming rates may be significantly higher. Your Device may not be able to roam internationally unless you ask Hay to enable this function and Hay agrees to do so. Certain Rate Plans do not include international roaming and some Devices are unable to roam internationally. If you enable this function and enter an international roaming area, you will be advised that you are roaming internationally and be provided with details on your roaming rate Charges. For current roaming rate Charges, visit bell.ca/travel. Bell 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.

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 Rate Plan after I agree to a Commitment Period? Yes, however Hay may restrict Rate Plan changes, or require that you pay a Cancellation Fee (as described in **Section 59**).

20. What if I move during my Commitment Period? Hay Communications only offers Mobile numbers within Ontario. Certain Rate Plans are only available in certain locations. If you move to a different location and wish to continue your Services with Hay or Bell Mobility, you may need to change your Rate Plan (see **Section 19**) and/or your mobile number. Additional Fees may apply.

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

22. Does my Rate Plan include a system access fee and/or \$0.75 9-1-1 Service Fee? System access fees ("**SAF**") and 9-1-1 Service Fees apply only to certain Rate Plans and are charged as part of the consideration for Hay providing Services to you. Unlike the Government 9-1-1 Fees described in **Section 48**, they are not required by nor collected for any government. If you wish (and subject to **Section 19**), you may select one of Hay's current Rate Plans that do not charge SAF or 9-1-1 Service Fees.

23. Do I own the mobile number assigned to me? No. You do not own or acquire any right in any assigned mobile number or identifier for Hay Services (e.g. IP address, email address, web space URL, host name, Internet fax). Hay 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 permanently or on a per-call basis.

24. Can I keep my mobile number?

(a) Transfers to Hay. Hay will ask your existing service provider to "transfer-in" or "port-in" your existing mobile number if you: confirm that **(i)** you have the right to make the request; **(ii)** authorize Hay 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 Hay. If you or your new service provider ask us to, and your assigned account and mobile number are active, Hay 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, including any applicable Cancellation Fee and unpaid account balances. Prepaid funds are non-refundable. Please refer to **Section 58** to understand how to end your Agreement.

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

25. 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 Hay 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. Hay may also require that you take proactive measures to protect your Device (such as, for example, updating software). Hay may delete your data and reset your Device to factory settings in certain circumstances. If you have concerns about unauthorized persons ordering 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.

26. How do I use my Hay Services responsibly? You are responsible for using the Services in a legal and sensible manner. Bell Mobility monitors usage on their networks to maintain the continuous, efficient operation of the 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 Services, including your safe use of Devices, and **Hay 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). Hay may, but is not required to, monitor (electronically or otherwise) or investigate your use of Services and networks, including Device location, network consumption, (and how it affects operation and efficiency of the network and Hay Services), use of content (as defined in **Section 29** or your content. Hay 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 Hay Services and to protect itself or others and ensure Services are not being used contrary to the Responsible Use Policy.

Content

27. Am I responsible for content that I create or engage with when using the Hay 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 Hay Services, including data, documents, videos, music, photos etc. Hay is not liable for the unauthorized use or distribution of this content (including third-party content).

28. How does Hay manage my content? Only as required to provide the Services. In providing Services, Hay may use, copy, adapt, transmit, display, publish, perform and distribute your content. You acknowledge that your content may be stored so you can access it, but that if you fail to access such content within a certain period of time (as determined by Hay), or if the applicable Service is modified or terminated, it may be deleted without notice to you.

29. Does Hay or Bell provide its own content? Bell may provide its own content as part of certain Bell 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 Bell provides to you ("**Bell Content**").

30. Is the Programming I subscribe to always available? No. All Bell Content is provided on a "subject to availability" basis, may change in their discretion and may only be used by you in accordance with Bell Responsible Use Policy. Bell or Hay will not refund Charges or credit you for any interruptions (including blackout periods) in your enjoyment of Bell Content or any other content.

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

Your Device

32. What happens if I want to upgrade my Device? You will be required to enter into a new Agreement with Hay at the time of the Device upgrade. Early upgrade Fees may apply. Discounted Device upgrade offers are made available at Hay'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 Cancellation Fee in respect of your existing Agreement.

33. What happens to my content if I upgrade, trade in or replace my Device? If you plan to stop using your Device, it is your responsibility to delete any personal information and content it contains. To do so, you must reset the Device to factory settings. If you upgrade or replace your Device, your content may not be transferrable. If your content is important to you, then ask whether the content can be transferred. You may be charged a fee for Hay performing the transfer of content. Hay or its staff are not responsible for lost information.

34. Does Hay install, modify or remove software on my Device? When you accept this Agreement, you agree to Hay installing, modifying or removing 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.

35. What is Hay's return policy? It depends on whether we are providing you with Postpaid or Prepaid Services.

(a) Postpaid: If you purchase a Device from Hay 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; and **(c)** returned with original receipt to the location of purchase. You are responsible for all Charges incurred prior to your return of the Device. Hay 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 Hay 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)** is in "like new" condition with the original packaging, manuals and accessories; **(c)** is returned with original receipt to the location of purchase 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.

36. 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 Hay 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 your minimum monthly Charge set out in your Critical Information Summary (if you continue this Agreement) or the applicable Cancellation Fee (if you cancel this Agreement).

(b) Prepaid: In order to ensure that your future Prepaid funds are not compromised, we will suspend your recurring Charges and any automatic “Top Up” program that you participate in (as further described in **Section 41** once you notify us that your Device was lost or stolen. However, the Active Period (as further described in **Section 41**) 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).

37. 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. See **Section 52** if your Device is covered by a manufacturer’s warranty and needs to be repaired. If you give your Device to Hay 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 Hay. Call Hay at 519-236-4333 to find out how.

38. Will I receive a loaner Device while my Device is being repaired? If the Device was purchased as part of this Agreement and the Device is within the manufacturer’s warranty period you will be provided with a loaner device (along with related accessories) (“**Loaner Device**”) for free, if we have one available. If Hay is unable to provide you with a Loaner Device and you would otherwise have to pay a Cancellation Fee to avoid paying for Services during this time, then your Services will be suspended and you will not be charged for your Services while your Device is being repaired. Financed Device Customers will be charged the applicable Monthly Device Payment(s) during the repair period. If your Device is being repaired by Hay and it is not covered by the manufacturer’s warranty, then you may be charged a Fee plus applicable taxes for the Loaner Device.

39. What do I do with my Loaner Device once my Device is repaired? Simply return it to the retail location before receiving your repaired Device, unless instructed otherwise by Hay. Please remember that you must delete any personal information and content the Device contains (by resetting it to factory settings) prior to returning the Device to Hay.

40. What if I lose, damage or fail to return the Loaner Device? You are 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, without further notice. This Fee may be paid either in-store or, in some circumstances, applied to your account.

Billing and Payment

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

(a) Postpaid: If we are providing you with Postpaid Services, you will be billed monthly in advance for monthly recurring Charges and in arrears for monthly Additional Usage Charges. Your account will be assigned a billing date (“**Billing Date**” - 11th). On your first bill there will be Charges for any Services which were provided between your start date and Billing Date, so the total monthly Charges on your first bill may be different from the amount shown on your Critical Information Summary. Your bill will include Charges for your Rate Plan, your Add-ons, your Pay-Per-Use Services and your Monthly Device Payments (if you are a **Financed Device Customer**), 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 Hay by your next Billing Date are overdue and you will be charged and must pay interest at the rate of **1.25%** per month (“**Late Payment Charges**”) on all overdue amounts calculated and compounded monthly from the Billing Date.

(b) Prepaid: If we are providing you with Prepaid Services, you will not receive a monthly bill. You must maintain a positive balance of funds in your Prepaid account in order to use the Services. To add funds to your account, you must “**Top Up**”. Taxes are extra. Prepaid funds are valid for a specified number of days starting from the time on the day they are added to your account (“**Active Period**”). Unused funds will expire at the end of the Active Period. Expired Prepaid funds will be restored if you Top Up your account within **7** calendar days of their expiry. If you Top Up your account before your existing Prepaid funds expire (or are used up), then your Top Up will be added to your existing Prepaid funds and the Active Period for the Top Up will apply to the combined amount of Prepaid funds. Prepaid funds are non-refundable. Any Prepaid funds 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 Rate Plans or Add-ons will not carry over beyond the applicable Rate Plan or Add-on period. If you use an automatic Top Up program to add funds to your Prepaid account, 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.

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

(a) Postpaid: You can pay your bill online through your bank account, by cheque (through the mail) or by credit card, unless otherwise advised. You can also make a one-time payment through the **Pay Now** link at **hay.net**. You may also set up a pre-

authorized payment plan (which may be required to obtain certain Services). If you provide a credit card or bank account (or other pre-authorized payment method) to Hay for your monthly payments, you authorize Hay to charge your credit card or debit/charge your account for all outstanding Charges, additional Fees, applicable taxes and account balances due under this Agreement, including any applicable Late Payment Charges and Cancellation Fees. 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 authorized bank account information is on your Preauthorized Debit Authorization form. Hay may charge your account a Fee plus applicable taxes if your payment is refused by your financial institution for insufficient funds to the extent permitted by law. This Fee is to offset costs incurred by Hay.

(b) Prepaid: You have a variety of options to Top Up your Prepaid funds. You can Top Up with your credit card or participate in a monthly Top Up program with a pre-authorized credit card, or dial **#321** from your mobile device and follow the prompts, or call or visit a Hay location.

43. Will Hay ever require an immediate interim payment? Yes. If we notice usage inconsistent with your normal usage pattern, for example, Hay may require you to pay certain amounts owing on an immediate interim basis, and in advance of your next Billing Date. If this happens, you must pay these amounts on or before the required payment date to avoid suspension or termination of your Hay Services as set out in **Section 61**.

44. 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.

45. Is a consolidated bill available if I subscribe to Home phone, Internet or TV as well as Mobility Services? By entering into this Agreement, you agree to receiving one bill for Hay Services.

46. What if I have a concern about a Charge or Fee? You have to contact us within **90** days of either the Billing Date (for Postpaid Services) or the date the Charges and Fees were incurred (for Prepaid Services) otherwise we assume you accepted them. Any Charges or Fees you are questioning will not be considered past due unless Hay 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 Hay, you confirm that you have made no separate claim for a refund for the same amount from a financial institution. Hay will apply any credits due to you from Hay against future Charges and Fees payable.

47. How do discounts or promotions work? Hay will apply any discounts, incentives or promotions to your account while: **(a)** Hay maintains these discounts, incentives, or promotions; and **(b)** you meet the applicable eligibility requirements (including, maintaining your Service without interruption for any stated term.). Hay 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.

48. Why does Hay charge a government 9-1-1 Fee? Hay 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 Hay may charge you itself for providing emergency call routing, Hay 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. See **Section 9** for limitations that apply to emergency call routing 9-1-1 Service.

49. Does Hay require a security deposit? Hay 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 Hay holds the security deposit. When Hay is notified that Services are cancelled or the conditions justifying the security deposit no longer apply (typically when you make six **(6)** consecutive monthly bill payments in full and on time), Hay will apply the security deposit and any earned interest against any outstanding amount owing, then refund you the balance of the deposit, if any, within **30** calendar days. Accounts with multiple subscribers will have the security deposit refunded on the earlier of when all subscribers on the account have cancelled Services or after six months from the last subscriber being added to the account and the account remaining in good standing.

50. What if I owe money for other Hay services? If your account with Hay is in arrears, Hay may refuse to provide you with any Services.

Warranties and Limitation of Liability

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

52. Are there any warranties on Devices that I purchase from Hay? Hay is not the manufacturer of your Device. Any Device purchased from Hay is subject to the manufacturer's warranty, which is valid typically for one year from the purchase date of your Device with your original receipt. Some Devices may have a 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 Hay in writing or as set out below, Hay 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 Hay. Implied warranties as to the quality or fitness for a particular purpose may cover your Device if you advised Hay 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 Apple or go to an Apple Authorized Service location. For all other Devices covered by the manufacturer's warranty, bring your Device to a Hay location. If your Device is not covered by a manufacturer's warranty, Hay 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.

53. How does Hay limit its liability? To the extent permitted by applicable law, Hay'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, Hay is not responsible to anyone for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages.

54. Are there any circumstances when Hay has no liability at all? In addition to the circumstances specifically described elsewhere in this Agreement where Hay has already stated it is not responsible for any claims, losses or damages or expenses, to the extent permitted by applicable law, Hay is not responsible for any claims, losses, damages or expenses relating to the distribution of content (including Bell content) by you or third parties. More generally, to the extent permitted by applicable law, Hay is not responsible for failing to meet obligations due to causes beyond its reasonable control, including **(a)** work stoppage, labour disputes and strikes; **(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 the Bell Network doesn't directly serve; or **(h)** acts of nature and all other *force majeure* events.

Changes to Your Agreement

55. Can Hay make changes to this Agreement or the Hay Services? Yes. By giving you at least **30** (but no more than **90**) calendar days' prior notice to the date of the change, Hay may change: **(a)** your Prepaid Services and associated Charges; **(b)** Hay Services which are provided to you without a set term (including Add-ons and Pay-Per-Use Services) and associated Charges; and **(c)** Fees, provided that prior to the end of your Commitment Period (if any), Hay will not change the Data Feature included on your account. Such changes may include the modification or termination of a Service. Hay may only change other Hay Services and their associated Charges in accordance with applicable law. Hay may give you notice of a change by posting it on **hay.net**, by including it on your bill, by sending it to you by email or text message, or by any other reasonable method. 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.

56. 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 Hay Service or the agreement (see **Section 58**) Subject to Hay's right to make these changes, no other statements (written or verbal) will change this Agreement.

57. Can I make changes to these Terms of Service? You may not make any changes to these Terms of Service. However, depending on the Hay Service you subscribe to and your Rate 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

58. How do I cancel my Services? We'll be sorry to see you go, but if you need to, you may contact Hay to cancel some or all of your Hay Services. Cancellation is effective the date Hay 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 62** And if you are enrolled in an automatic Top Up program, please contact us to cancel the automatic Top Up.

59. Will I be charged a Cancellation Fee if I cancel my Services? That depends. If you cancel a Hay Service that is subject to a Commitment Period prior to the end date, you must pay Hay a Cancellation Fee as set out in the "Early Cancellation Fee" section shown on your Critical Information Summary ("Cancellation Fee"), plus applicable taxes. The Cancellation Fee will be your remaining pro-rated Agreement Credit Amount at the time of cancellation if you received an "Agreement Credit" (as set out under "Your Device Details" in your Critical Information Summary); or (ii) the lesser of \$50 or 10% of your monthly Rate Plan Charge for the remaining months of your

Commitment Period if you did not receive an Agreement Credit. Hay Financed Device customers will be charged their remaining Device payments (in addition to the Cancellation Fee) on their next bill in accordance with the Hay Finance Installment Agreement. If you have no remaining Device balance outstanding and your Agreement has no set term (or you have a Prepaid account), you will not be charged a Cancellation Fee. The Cancellation Fee is not a penalty.

60. What if I have a credit balance on my final bill? If you have a credit owed to you for under \$5 after your Postpaid account is closed, you must contact Hay to request that a cheque be mailed to you. Credits owed to you on your Postpaid account over \$5 will be sent to your preferred mailing address automatically. If you have a Postpaid account, you must contact your financial institution and credit card authorizations relating to your account.

61. Can Hay suspend or disconnect my Services for non-payment? Hay may disconnect any Hay Service or terminate this Agreement if: **(a)** you fail to pay an account that is past due, provided the amount owing exceeds **\$50.00** or has been past due for more than two months; **(b)** you fail to provide or maintain a reasonable security deposit or alternative as requested by Hay; or **(c)** you have previously agreed to a deferred payment plan with Hay and you fail to comply with its terms. If Hay is about to 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 Hay representative who can speak with you about the suspension/disconnection. Hay 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 regular weekdays between 9 a.m. and 4:30 p.m. See **Section 46** if you dispute any Fees that are past due.

62. Are there other circumstances when Hay may suspend or disconnect my Services? Yes. To the extent permitted by applicable law, Hay can cancel any Service or this Agreement upon a minimum of **30** days prior notice to you, including where Hay ceases to offer a Service to which you subscribe. Additionally, Hay can without notice and for cause, suspend, cancel or refuse to provide Hay Services to you (including blocking numbers or area codes), or disable your Device. Cause includes: **(a)** Hay would have to incur unanticipated, unaccounted for, unusual or unreasonable expenses to provide any Hay Service or third party service (such as certain conference services or service to high-cost areas); **(b)** Hay 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 **90** calendar days (or other applicable period) (note: you will also lose your mobile number and other identifiers); **(d)** you fail to comply with any part of the Agreement, including the Responsible Use Policy; or **(e)** your use of Hay Services is not consistent with your ordinary usage patterns.

63. Will I be charged a Cancellation Fee if Hay disconnects my Services? If Hay cancels your Services for cause, a Cancellation Fee plus applicable taxes will be charged to your account. Hay Financed Device customers will be charged their remaining Device payment (in addition to the Cancellation Fee), on their next bill in accordance with the Hay Finance Installment Agreement.

64. Do I still have to pay Hay if my Services are suspended? Unless you are told otherwise (for example, in circumstances set out in **Section 38**), you are responsible to pay for Charges (including Monthly Device Payments for Financed Device Customers) even while your Hay Services are suspended. If your Hay Services are suspended and the reason for suspension has not been resolved within **14** calendar days from the suspension date, Hay may cancel your Services. If you wish to resume your subscription to Service, you must pay the applicable (re)connection Fee as set by Hay, plus applicable taxes. You are responsible for notifying any third-party providers of services, merchandise or information of the termination of the Hay Services or this Agreement.

65. 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 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 41-50** (Billing and Payment), **Sections 51-54** and (Warranties and Limitation of Liability), this section 65 and the Our Agreement Page.

General

66. 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 Hay. Remember that even if Hay does not enforce any part of this Agreement for any period of time, that part still remains valid and Hay can enforce it in the future.

67. What laws apply to this Agreement? 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 Hay in the province in which your Service is provided. The Hay Finance Installment Agreement is exclusively governed by the provincial laws (or portions thereof) which may apply to Hay in the province of Ontario.

68. What if I have a complaint that Hay hasn't been able to resolve? If you have a complaint that Hay's Customer service 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 81088 Ottawa, Ontario, K1P 1B1**. Toll-free: **1-888-221-1687**. TTY: **1-877-782-2384**. Fax: **1-877-782-2924**. Email: response@ccts-cprst.ca. CCTS website information is at: ccts-cprst.ca.

69. Can this Agreement be transferred? Hay may transfer or assign all or part of this Agreement (including any rights in accounts receivable) at any time without prior notice or your consent. You may not transfer or assign this Agreement, your account or the Hay Services (including any unused feature allowance) without Hay's prior written consent.

70. Is this Agreement available in alternative formats? Yes. You can request alternative formats by calling **519-236-4333** or by email **hay@hay.net**.

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

Contact Information

We're here to help. If you have any questions about your Hay Mobility Service or your Agreement, we'd be happy to help. Call us at 519-236-4333 Monday to Friday from 9:00 a.m. to 4:30 p.m. Our mailing address is: P.O. Box 99, Zurich, Ontario, N0M 2T0.

RESPONSIBLE USE OF WIRELESS SERVICES

SCHEDULE A:

Are there any rules regarding my use of Hay Communications Services, the network or my Device? Yes. Hay encourages all of its Customers to use Hay Services responsibly. Abuse or misuse of Hay Services, the network, or Devices impacts all Customers and is something Hay takes very seriously – **and which could result in the termination of your Agreement with Hay, or lead to criminal or civil charges.** Hay 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 Hay has reasonable grounds to believe there is a breach of any of these provisions. For example, you are prohibited from:

- (a) using, enabling, facilitating, or permitting the use of any Hay Service 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 Hay 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 Bell Content) and/or documentation (as applicable) in connection with the Hay Services;
- (c) enabling, facilitating or permitting the transmission of unsolicited messages such as spamming or phishing. Hay may (i) filter any message determined by Hay 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 Customer 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 Hay Service for the purpose of reselling, remarketing, transferring, without Hay's consent or receiving any fee or other benefit for the use of any Hay Service. If you engage in any of these activities, you will pay in full all fees billed to you at the lesser of \$30 per megabyte plus applicable taxes or such other amount which Hay reasonably estimates as its liquidated damages. This fee is not a penalty. Your payment of these charges does not affect Bell's right to claim any additional amounts from you, including through court proceedings, that may reflect Hay's other losses as a result of your engaging in any of the prohibited activities described above;
- (f) attempting to receive any Hay 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 Hay or Bell, attempting to bypass the network, or rearranging, disconnecting, removing, repairing or otherwise interfering with Hay Services, Hay or Bell's Equipment facilities;
- (g) excessive use of Hay Services. Hay considers that data usage in excess of **25 GB** per billing cycle is disproportionate and excessive for network management purposes. Customers whose wireless usage exceeds this threshold may, in Hay's sole discretion, have their Services suspended, disconnected, changed or restricted, including having data speeds reduced to as low as **16 kbps**;
- (h) adapting, reproducing, translating, modifying, decompiling, disassembling, reverse engineering or otherwise interfering with any software, applications or programs used in connection with Hay Services (whether owned by or used under licence to Hay) 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 Hay Services or using any indemnity or intellectual property except for the express purpose for which such intellectual property is made available to you through Hay 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 Hay employees, suppliers, agents and representatives.