



Harmony Mobile Service Terms and Conditions

This document, which is our agreement with you ("Agreement"), sets out the terms and conditions of the Harmony Mobile Networks Inc. Service(s) we are providing you with (the "Service"). This Agreement must be read in conjunction with any Harmony Mobile Networks Inc. brochures or materials describing the monthly packages, features, services and/or products you have selected. Unless otherwise specified in this Agreement, we may change, at any time, any charges, features or other aspects of the Services or any provision of this Agreement, upon advance notice to you. No verbal representation of any sales representative, distributor, officer or employee of ours will vary the terms of this Agreement. You understand and agree that this Agreement cannot be changed by you. By entering into this Agreement, you authorize Harmony Mobile Networks Inc. to obtain information about your credit history, agree to be liable for the payment of all charges and other obligations under this Agreement, acknowledge that you have read and accept the information in this Agreement, including these terms and conditions; confirm that the information you provided to us is current and accurate, and you agree to notify us of any change in the information provided.

Definitions:

System Access Fee: The fee payable by you to cover the costs associated with operating and maintaining the Harmony Mobile Networks Inc. network, including costs for ongoing maintenance, new equipment installations and technology upgrades. This is a non-government fee. **Devices:** Any wireless communication device, including cell phones, camera phones, handheld computers or other communicators that you connect to our network. **e9-1-1 Services:** Any emergency services that we are mandated to provide you. **Roaming Charges:** The charges payable by you when the call made with your device is routed to another provider's network. **Long Distance Charges:** The charges payable by you for establishing long distance connections with your device. **Privacy of Personal Information:** The collection of any identifiable information about an individual ("Personal Information") through this form or our website is done only with the consent of the individual and in accordance with the Harmony Mobile Networks Inc. Privacy Policy, which forms part of these Terms. We urge all customers to review this Policy at www.harmony-mobile.com. All information that Harmony Mobile Networks Inc. keeps about you is confidential, other than publicly available information such as your name, address and listed telephone number. Unless you provide express consent or Harmony Mobile Networks Inc. is required by law, Harmony Mobile Networks Inc. will not disclose your personal information to anyone other than to: **1.** you; **2.** a person who, in our reasonable judgment, is seeking your personal information as your agent; **3.** another telecommunications service provider for the purpose of providing you with efficient and cost-effective telecommunications service; **4.** another company for the purpose of supplying you telephone or telephone directory related services; **5.** an agent that we retain for the purposes of evaluating your credit worthiness or collecting your account; **6.** a public authority if it appears there is imminent danger to life or property. Harmony Mobile Networks Inc. may contact you by phone or e-mail in order to provide you with updates pertaining to its services as well as information about additional offers, products or events that Harmony Mobile Networks Inc. believes may be of interest to you. You can choose to unsubscribe to such updates by contacting Harmony Mobile Networks Inc.'s Privacy Officer via e-mail at info@harmony-mobile.com or follow the links on secondary marketing sent to you. Fees and charges for features or services, Long Distance and Roaming charges, text messaging, mobile browsing and picture messaging charges, System Access Fee, 9-1-1 emergency service fees, connection charges and late payment charges may increase any time at our discretion after giving you at least 30 days notice. Promotional offers may be available to you when you activate your service and are offered at our discretion for limited periods of time. **Satisfaction Guarantee:** If you are not completely satisfied with Harmony Mobile Networks Inc. service, you may terminate this Agreement by canceling your service, but you will be billed for the remainder of the month. You may return your equipment within ten(10) days of its purchase date. The equipment cost, if applicable, will be refunded within thirty (30) days of the date your next Harmony Mobile Networks Inc. invoice is issued. You remain responsible for payment of the monthly package service charge, the 911 emergency service fee, the system access fee and for any airtime, long distance, data transfer, roaming and any other charges you have incurred. **Rates and Charges:** **1.** We will invoice you monthly. You agree to pay us for charges appearing on your invoice by the specified due date, using a method of payment approved by us. Any balance unpaid after the due date will be subject to the late payment charge specified on your Harmony Mobile Networks Inc. invoice. For billing purposes, a call you initiate (including a forwarded call, or a conference call) or a call you receive starts from the first ring tone, to the extent the communication is established either with the called party or a voice messaging system, and ends once the call is disconnected. A call you receive starts from the first ring tone, to the extent the communication is established either with you or your voice messaging system, and ends once the call is disconnected. Offsetting your invoices by an amount that we may owe you, for any reason whatsoever, is not allowed. **2.** If you want to cancel pre-authorized credit card or chequing payments, you agree to notify us at least 15 days in advance. **3.** If you do not pay for the charges you owe us, you agree that we can charge any outstanding amount to your credit card or withdraw it from any authorized bank account or credit card. **4.** We may invoice you up to one year from the date a charge was incurred. **5.** If applicable, we may apply credits to your account provided you notify us within thirty (30) days of receipt of your invoice. **6.** If we suspend or terminate your Service(s) for non-payment or an excessive balance, including unbilled usage and pending charges, fees and adjustments, a restoral fee will be charged to your account. **7.** A charge applies per text message or data packet sent, according to your monthly package, regardless of whether the text message or data packet was delivered to the destination. **8.** If you request a change to your service, the change will take effect following your next billing date. **9.** Depending on the Service and equipment you have selected, you may be able to roam on the systems of other wireless network operators with which we have commercial arrangements. When roaming (including, without limitation, voice/data and hotspot roaming) outside of Harmony Mobile Networks Inc.'s coverage area and/or off Harmony Mobile Networks Inc.'s facilities, you will be responsible for all applicable charges and will be subject to the terms and conditions of service imposed by the wireless service provider supplying such roaming services (including limitations on liability). Certain conditions may apply at the time of service activation. **Service Charges:** **1.** Administrative charges may be levied in relation to non-payment, e.g. for payments rejected for insufficient funds. **2.** A \$50 fee (or less) may apply for a phone number change (effective next billing cycle). **3.** Should your Service(s) be suspended temporarily, for whatever reason, the monthly fees still apply. In addition, a \$50 fee (or less) will be charged to reinstate a suspended account. **Your telephone number:** You do not own the telephone number that we have provided to you and Harmony Mobile Networks Inc. reserves the right to change the phone number if it is required. We will notify you in advance and we will not be liable for any costs associated with this change. Your telephone number may be automatically transmitted to the person you call, other carriers, or to us. You may permanently block the display by telling us when you activate your service, or on a per call basis at any time by dialing *67 before you dial the desired phone number. If you choose to permanently block your display, you can unblock the display by dialing *82 before you dial the desired phone number. **Warranty and return policy:** The performance, quality, or suitability of your device is subject to the manufacturer's specifications and warranty. We do not

guarantee uninterrupted service and will not be liable for any damages, losses or expenses that may arise due to temporary network failure or disruption of your services. For details on our return policy for devices and service, please visit After Sales Service & Warranty Policies at www.harmony-mobile.com. **Your Agreement will be cancelled if:** 1. You contact us to terminate your service. 2. We contact you to end your Agreement if at anytime you do not pay any amount owing when due, including a required deposit, or you otherwise violate these Terms of Service. When your Agreement is cancelled: 1. Your account will be de-activated and your service will terminate 30 days after you have chosen to end your agreement or immediately in some cases if we have ended your Agreement. You must immediately pay all charges that are due including any Cancellation Fee and any outstanding payments or finance charge(s). 2. You must contact your financial institution to cancel direct debits and credit cards authorization relating to your account. If your Agreement has not ended, as provided above, then upon the expiry of your Term, and provided there are no overdue charges on your account, your Agreement will be automatically renewed on a monthly basis and if your former rate plan is not available, we will provide you an alternative. **Credit Card Authorization:** I authorize Harmony Mobile Networks Inc. to charge my credit card the amount of any outstanding charges due under my account and/or any applicable Cancellation Fee under my Agreement if I voluntarily deactivate my account or it is deactivated by Harmony Mobile Networks Inc. for non-payment or any violation of these Terms of Service. This will constitute Harmony Mobile Networks Inc.'s sufficient authority for doing so. I affirm that the credit card is in my name, is valid and has not expired. I will promptly advise Harmony Mobile Networks Inc. if my credit card information changes due to its loss, theft or cancellation. I understand that the credit card will only be charged the amounts described above and that I will still receive a monthly invoice statement from Harmony Mobile Networks Inc.. I understand that Harmony Mobile Networks Inc. will not provide my credit card number to any other person without my prior express consent. **Customer's Credit Bureau Consent to Collect and Use Personal Information:** In order to assess your ability to meet your financial obligations, you authorize Harmony and its agents or assigns: i) to request and obtain personal information about you on an ongoing basis from credit bureaus from information they previously collected about you in order to assess your credit history; ii) to exchange your personal information on an ongoing basis with credit bureaus in order to protect you, ensure the completeness of the information and maintain the integrity of the credit granting system; iii) to cooperate with local, provincial and national authorities in the investigation of unlawful or improper activities in order to protect you and us from fraudulent transactions; and iv) disclose your personal information where necessary to protect your interests, and ours. **Your Agreement obligations. Payments: Monthly service:** Your monthly bill is payable upon receipt and if not paid within 30 days of the date indicated on the bill you will be charged interest on the balance owing at the late payment rate indicated on your bill. If you fail to pay your bill, or any interim payment, on time, we may suspend your service or end your Agreement and terminate your service. Your monthly charges will include your monthly access fee, all applicable taxes, and may include: local out of bundle minutes, fees and charges for features, Long Distance and Roaming charges; text messaging, mobile browser and picture messaging charges; System Access Fee, 9-1-1 emergency service fees, connection charges, late payment charges and all applicable taxes. **Deposit** We may require a deposit from you at any time. Any deposit will be credited to your account after at least 12 consecutive months in good standing on all your accounts with us. You will not earn any interest on any deposits held by us. If your Service is cancelled, we will apply the deposit against the outstanding balance on your account. If you incur significant long distance charges or you present an abnormal risk to us, we may require an interim payment before your normal billing date. In this case, we will consider your payment past due three days after the due date or after we demand payment, whichever is later. If, after we notify you, the risk of loss to us substantially increases, or we believe you have no intention of paying the amount you owe, we can request immediate payment of your entire account. **Credit Limit** We may assign a credit limit on your account at any time. Service may be suspended at any time to any and all of your accounts if your balance, including unbilled usage and pending charges, fees and adjustments, exceeds this limit. We also reserve the right to change your limit at any time. Notice will be given for any assignment of or change to the credit limit amount. **Transferring responsibility:** You may not transfer your account to anyone else without our prior consent. You must contact our Customer Service department and a transfer service fee may be charged. **Loss or theft:** It is your responsibility to notify us immediately if your device is lost, stolen or destroyed. You are responsible for replacing it and for all fees and charges incurred prior to you notifying us. **Network Coverage:** Please visit www.harmony-mobile.com for full coverage maps for your region. **Responsible use of services:** You cannot use the services or your device for any illegal or abusive purposes, and your use can not cause our network, or our ability to provide services to others to be adversely affected. You cannot threaten or abuse any Harmony Mobile Networks Inc. employee or representative. To protect the integrity of our network, you may not resell any of our services or allow any alteration of the electronic serial number located on your device. In addition, you must agree to follow all other service regulations issued or adopted by us. **Indemnity:** You are responsible for and will indemnify us for all damages, losses, expenses and any action, claim and judgment which may be made against us by anyone in connection with your use of our services or violation of these Terms of Service. **Licenses:** You grant us and our suppliers a world-wide, royalty-free, unrestricted license to use, copy, adapt, transmit, display and perform, distribute and create compilations and derivative works from any and all user content you elect to post in connection with the service, solely as required for us to provide you the service. You acknowledge that we may store your user content on our facilities for the purposes of you accessing such content, but that if you fail to access such content within a certain period of time (not less than 30 days from the last access unless we tell you otherwise) or if your service terminates, we may delete such content without notice to you. **Limits on our liability:** We are not liable to you or anyone using your device including but not limited to the following: 1. defects, failures or interruptions in transmission; 2. any damages, loss of profits, loss of property, loss of earning, loss of business opportunities, or any other loss, however caused, arising directly or indirectly from your use of the service, features or your device; 3. any content transmitted on or recorded by our network, including content that may be illegal, dangerous, defamatory or annoying or which may infringe upon the intellectual property, privacy or other rights of another party; 4. our acts or omissions, including those of our employees, agents and persons for whom we are legally responsible, whether negligent or otherwise; 5. any violation by you of these Terms of Service, your negligence, or acts or omissions when using the service, features or your device; 6. loss, theft or unauthorized use of any Harmony Mobile Networks Inc. products or services. 7. Physical injury, death, or damage to property caused by using any product or service provided by Harmony Mobile Networks Inc. **The following applies when we provide e-9-1-1 services:** Our liability is not limited by the limitations set out below in cases of our deliberate fault, gross negligence or anti-competitive conduct or in cases of breach of contract where the breach results from our gross negligence. Except in cases where our negligence results in physical injury, death or damage to your property or premises, our liability for negligence related to our provision of e-9-1-1 Services is limited to the greater of \$30 and three times the amount you would otherwise be entitled to receive as a refund for the provision of defective service under this Agreement. In respect of our provision of e-9-1-1 Services, we are not liable for: (i) libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over our telecommunications network from your property or premises or recorded by your device or our equipment; (ii) damages arising out of your acts, default, neglect or omission in the use or operation of equipment we have provided to you; and (iii) any act, omission or negligence of other companies or telecommunications systems when facilities of such other companies or telecommunications systems are used in establishing connections to or from your facilities and device.

BY SIGNING THE SERVICE FORM OF THIS APPLICATION, YOU AGREE AND UNDERSTAND THE TERMS AND CONDITIONS AS STATED ABOVE.