

EASTLINK DEVICE PROTECTION PLAN

Terms and Conditions

These Terms and Conditions form the contract between Eastlink (“We”, “Us” and “Our”) and you, Our customer (“You” and “Your”) with respect to the Eastlink Device Protection Plan (the “Plan”) You have purchased from Eastlink. By purchasing this Plan, You expressly agree that You have had the opportunity to read these Terms and Conditions and that You accept these Terms and Conditions.

The features of Your Plan are determined by the type of coverage You purchased as specified in Your wireless service agreement with Eastlink (“Service Agreement”) and are subject to the terms set forth herein. The Plan and Your Service Agreement are separate agreements. However, in order to maintain service under this Plan, You must also adhere to the terms and conditions in Your Service Agreement and Eastlink’s Terms of Service, which can be found at www.eastlink.ca/terms. Any portion of these Terms and Conditions found to be invalid or unenforceable will not invalidate the remaining portions of these Terms and Conditions.

What Device Is Covered?

Your covered device is the eligible cell phone or smartphone You purchased new from Eastlink (“Device”). You must register Your Device IMEI with Eastlink at the time of purchase or when You enroll in the Plan. Only the Device registered with Eastlink, as determined by Eastlink, is eligible for the coverage provided under Your Plan.

This Plan is for Your use only, and only for the Device You have registered with Eastlink, which means You cannot transfer it to another person or to another Device.

Please refer to the “**What is not covered?**” section of these Terms and Conditions for limitations on devices covered under Your Plan.

If We determine that Your Device is ineligible for coverage under this Plan, We will cancel the Plan and send You written notification of the cancellation, and provide You with a full refund of any Plan monthly fees paid.

Description of Our Mobile Device Protection Plans

Pocket GeekSM by Assurant[®]

Your Plan includes the Pocket Geek by Assurant application (“Pocket Geek”), which will be installed in Your Device upon purchase of the Plan. Pocket Geek runs device checkups and provides technical support for Your Device. You can also manage Your Device online at <https://my.pocketgeek.com>.

Some of the key Pocket Geek features include:

- Device health monitoring
- Tips on how to make the most of Your Device
- Step-by-step troubleshooting guides
- Tests You can run to see Your download, upload and ping speeds
- Help in finding Your lost or stolen Device
- Remote lock Your Device
- Remote data wipe if the Device is lost, stolen or damaged

Pocket Geek will also allow Us to diagnose Your Device when You submit a service request.

Pocket Geek features will only be available if (i) You have Pocket Geek installed on Your Device and (ii) You install new versions as they become available from time to time.

Mobile Device Protection Plans

There are two different Plans:

- **Enhanced Device Protection:** We will replace Your Device in the event Your Device suffers a mechanical malfunction or defect that is not covered by the manufacturer’s warranty, or Your Device suffers physical or liquid damage.
- **Total Device Protection:**

We will replace Your Device in the following circumstances:

1. Your Device suffers a mechanical malfunction or defect that is not covered by the manufacturer's warranty, or Your Device suffers physical or liquid damage; or
2. Pocket Geek fails to locate Your Device after a loss or theft. Replacement will only be available if You have installed Pocket Geek on Your Device and kept the application up to date. It is solely Your responsibility to ensure that the Pocket Geek application is properly installed on Your Device at all times.

For both Mobile Device Protections Plans, Your Device will be replaced with a new or refurbished cell phone or smartphone of like kind and quality and with comparable features and functionality ("Replacement Device"). Standard accessories included with Your Device in the original manufacturer's packaging will only be replaced when incompatible with the Replacement Device. Replacement accessories may be generic or non-original manufacturer accessories.

Plan Monthly Fee

The Plan Monthly Fee, plus applicable taxes, will be charged to Your Eastlink wireless service account each month and will be based on the Retail Price of Your original Device, as indicated in Your Service Agreement. Please refer to the table below.

Plans	Retail Price of Device	Monthly Fee
ENHANCED DEVICE PROTECTION	\$0 -249	\$5.00
	\$250-500	\$6.00
	\$501-750	\$8.00
	\$751 +	\$10.00
TOTAL DEVICE PROTECTION	\$0 -249	\$6.00
	\$250-500	\$8.00
	\$501-750	\$10.00
	\$751 +	\$12.00

When can You subscribe to the Plan?

You can subscribe to the Plan at the time of Your Device purchase or any future Device upgrade, or You may also subscribe at an Eastlink store within 30 days of Your Device purchase date. An inspection of the Device may be required to confirm eligibility.

When does coverage begin and end?

Your coverage starts on (i) the Device activation date (the date listed at the top of Your Service Agreement) if You purchased the Plan at the time of Device purchase, or (ii) the date You enroll in the Plan if You subscribe after the Device purchase date (the date will appear in Your Eastlink Wireless invoice, or You can dial *611 from Your Device to contact Eastlink for additional detail). The coverage start date is the "Effective Date". Your Plan will continue month to month until cancelled by You or Us in accordance with the section entitled "**How can this Plan be cancelled?**" in these Terms and Conditions.

We are not responsible and have no obligations to You for any issues with Your Device arising from an event that occurs before the Effective Date or after the Plan is cancelled.

How to Obtain a Replacement

In the event Your Device is missing, please call Eastlink Customer Care at 1-888-345-1111 (or dial 1-902-407-8888 if calling from outside Canada or the US) at any time. We can assist You in temporarily suspending Your Eastlink Wireless account to help You avoid charges related to unauthorized use.

In the event that Your Device is not working properly, has suffered damage, or is missing and You would like to submit a service request under your Eastlink Device Protection Plan, please call Us by dialing *611 from Your Device or by calling Eastlink Customer Care at **1-888-345-1111** (or dial 1-902-407-8888 if calling from outside Canada or the US) between 8am - 9pm Monday to Friday, and 8:30am – 5pm Saturday and Sunday, local time.

We will conduct an initial assessment prior to initiating a replacement service request. Be sure You have Your Service Agreement available so that Your service request can be processed. You will also be required to provide a credit card when You submit a service request.

In the event of failure due to mechanical malfunction or defect, or physical or liquid damage, a Replacement Device will be shipped to You. You must return Your damaged Device within 15 days of receiving Your Replacement Device. You will be provided with a prepaid return envelope and return shipping instructions. A Replacement Service Fee will apply in the event the failure is due to a cause other than mechanical failure or malfunction (it will appear on Your credit card statement as “Device Service Fee”). Please see the table below for expected Replacement Service Fees; We will confirm the final Replacement Service Fee when You call to submit a service request.

If You are a **Total Device Protection Plan** subscriber, in the event Your Device is missing and Pocket Geek fails to locate Your Device, a Replacement Device will be shipped to You. A Replacement Service Fee will apply (it will appear on Your credit card statement as “Device Service Fee”). If at any time after receipt of the Replacement Device, Pocket Geek successfully locates Your original Device and You return the Replacement Device to Us, the Replacement Service Fee will be reimbursed to You.

Plans	Retail Price of Device	Replacement Service Fee <small>(for physical or liquid damage, and for Pocket Geek™ failure to locate Device)</small>
ENHANCED DEVICE PROTECTION	\$0 -249	\$59
	\$250-500	\$99
	\$501-750	\$159
	\$751 +	\$199
TOTAL DEVICE PROTECTION	\$0 -249	\$59
	\$250-500	\$99
	\$501-750	\$159
	\$751 +	\$199

You may be required to provide Us with additional information We may reasonably request to help Us process Your service request.

The value of the Replacement Device (including accessories, if applicable), will not exceed the lesser of:

1. The Retail Price of Your original Device, as indicated in Your Service Agreement; and
2. \$1,300.

If after receiving Your damaged Device We determine that failure was due to a cause other than mechanical failure or malfunction, We will notify You and the Replacement Service Fee, as indicated in the table above, will apply.

Replacement does not deem the Plan as fulfilled. The coverage will be extended to Your Replacement Device, which will be registered in Eastlink’s records as Your covered Device. After the update, only the Replacement Device will be covered by Your Plan.

How many replacements does the Plan provide for?

If a replacement is required as a result of failure due to physical or liquid damage, or if You are a Total Device Protection Plan subscriber and a replacement is required due to Pocket Geek’s failure to locate Your missing Device, You are eligible for two replacements during a continuous 12-month period. There are no limits if a replacement is required as a result of mechanical malfunction or defects.

Customer responsibility when requesting a Replacement Device

Before providing Your Device for exchange, You must:

1. remove any screen lock application (PIN, touch ID, or password);
2. deactivate any Activation Lock;
3. remove any confidential, proprietary or personal information; and
4. remove any removable cards such as media and SIM Cards.

If You require assistance, please call Eastlink by dialing *611 from Your Device or by calling Eastlink Customer Care at 1-888-345-1111 (or dial 1-902-407-8888 if calling from outside Canada or the US) between 8am – 9pm Monday to Friday and 8:30am – 5:00pm Saturday and Sunday, local time.

It is Your responsibility to remove Your SIM and Memory Card, and any accessories, if applicable, and to delete all personal or sensitive data from the Device before You ship it. It is Your responsibility to back up the contents of Your Device. We will not be responsible for the loss of any programs, data, or other information stored on Your Device or any media. This Plan does not include restoration of data to Your Replacement Device.

Please note that failure to remove any screen lock application or to deactivate any Activation Lock may result in additional charges. Please see the section entitled “***Are there any other charges?***” for further details.

When shipping Your damaged Device to Us, You are responsible for properly packaging the Device according to the shipping instructions provided by Us.

Are there any other charges?

Yes. When You receive a Replacement Device, additional charges may apply in the form of a Non-Return Fee (it would appear as “Non-Return Fee” on Your credit card statement). A “Non-Return Fee” would be equal to the retail cost of the Replacement Device sent to You, as determined by Us, less the Replacement Service Fee. The Non-Return Fee will only apply in the following circumstances:

- if We do not receive the defective Device within fifteen (15) calendar days of You receiving Your Replacement Device;
- if the returned defective device is not the covered Device You have registered with Eastlink under Your Plan, We will return the device to You and charge You the Non-Return Fee, plus shipping and handling costs; and
- if the returned defective Device is screen locked or the Activation Lock is still active, We may, at Our discretion, either:
 1. return the defective Device to You and charge You the Non-Return Fee, plus shipping and handling costs; or
 2. keep the defective Device and charge You an unlocking fee (it will appear as “Unlocking Fee” on Your credit card statement) that will not exceed the Non-Return Fee.

All costs and fees are subject to applicable tax.

What is not covered?

The Plan does not apply to and We do not provide replacement for:

1. mechanical failures or defects covered by the manufacturer’s warranty;
2. tablets or data sticks;
3. Devices with removed, altered or defaced International Mobile Equipment Identity (IMEI) numbers;
4. Devices used for commercial purposes (unless Your Eastlink Wireless account is a small business account, as determined by Eastlink), provided by You for use by the general public, or used for lease or rental. Use of a Device for these purposes will void this Plan;
5. Incidental, indirect, or consequential damages, including, but not limited to, loss of profits;
6. loss of data, down-time and charges for time and effort;
7. any loss or amount other than replacement of the Device;
8. intentional physical damage, abuse, misuse, vandalism;
9. unauthorized repairs, improper installation, improper equipment modifications;
10. lost parts or end-user replaceable batteries;
11. accessories, except if original accessories are not compatible with the Replacement Device;
12. accessories that do not come with Your Device in the original manufacturer’s package, including, but not limited to, car chargers, Bluetooth headsets, and face plates;
13. “No problem found” or “no fault found” type diagnosis and intermittent errors that cannot be reproduced;
14. loss or damage to or of external housings or casings that does not affect the mechanical or electrical function of Your Device;
15. devices with Windows Phone Operating systems;
16. devices purchased used or refurbished;
17. any cosmetic damage that does not affect the functionality of Your Device;
18. replacement SIM card or related item; or
19. any loss or damage occurring (i) prior to the Effective Date of the Plan or (ii) after Plan cancellation.

How can this Plan be cancelled?

Once subscribed into a Plan, You cannot transfer to another Plan. However, You may cancel this Plan by dialing *611 from Your Device or by calling Eastlink Customer Care at **1-888-345-1111** (or dial 1-902-407-8888 if calling from outside Canada or the US). If You cancel the Plan, You may be entitled to a refund as follows:

1. if the cancellation is within the first 15 days following the Effective Date of the Plan and You have not received a Replacement Device, You will receive a full refund of any Plan Monthly Fees charged;
2. if the cancellation is within 15 days following the Effective Date of the Plan and You have received a Replacement Device, You will receive a full refund of any Plan Monthly Fees charged, less the value of any Replacement Device received (unless otherwise prohibited by law); or
3. if the cancellation is after the first 15 days, You will be entitled to a prorated refund of the Plan Monthly Fee, less the value of any Replacement Device received (unless otherwise prohibited by law).

We will cancel the Plan if You do not make required payments or otherwise do not adhere to these Terms and Conditions and/or the terms set out in Your Service Agreement and Eastlink Terms of Service. We may also cancel this Plan at Our option on the basis of (a) fraud or misrepresentation by You in submitting a request for a Replacement Device; (b) commercial or rental use of the Device; or (c) an unauthorized repair of Your Device.

Limitation of Liability

OUR LIABILITY UNDER THIS PLAN IS STRICTLY LIMITED TO THE REPLACEMENT OF THE DEVICE. IF YOU PAY FOR THE COSTS OF REPAIR OR REPLACEMENT OF THE DEVICE, WE WILL NOT REIMBURSE YOU FOR YOUR COSTS. WE ARE NOT LIABLE FOR ANY LOSS OF DATA. IN NO EVENT WILL EASTLINK BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING OR RELATING DIRECTLY OR INDIRECTLY FROM OR TO YOUR PLAN, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES YOU MAY SUFFER IF DATA LEFT ON YOUR DEVICE IS ACCESSED, OR ALTERNATIVELY, IS UNRECOVERABLE.

Manufacturer's Warranty

This Plan complements and is supplementary to the manufacturer's warranty, but does not replace the manufacturer's warranty or warranty obligations during the manufacturer's warranty period. Parts and services covered by the manufacturer's warranty and warranty obligations are the responsibility of the manufacturer only. This Plan provides certain additional services which the manufacturer may not provide. Please note that additional services provided under this Plan before the expiry of the manufacturer's warranty may void the manufacturer's warranty. Refer to the terms and conditions of the manufacturer's warranty for more details.

Your Privacy

Eastlink's collection, use and disclosure of personal information are governed by Our Customer Privacy Policy and Code of Fair Information Practices, both of which are available on Our website (www.eastlink.ca).

Additional information about the Plan

This Plan is governed by the laws of Nova Scotia, unless otherwise required by applicable law, as well as any applicable law of Canada.

If You are dissatisfied or have any questions regarding Your Plan, please call Eastlink by dialing *611 from Your Device or by calling Eastlink Customer Care at **1-888-345-1111** (or dial 1-902-407-8888 if calling from outside Canada or the US) at any time. Alternatively, You may write to Us at P.O. Box 8600, Stn "A" Halifax, Nova Scotia, B3K 5M3, Attn: Customer Care.

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