

# eastlink

## easyUp and Device Protection

Terms and Conditions

*Terms and Conditions for customers who have purchased easyUp or Device Protection (each separately referred to as the "Plan")*

These Terms and Conditions form the contract between Eastlink ("We", "Us" and "Our") and you, Our customer ("You" and "Your") with respect to 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 Plan You purchased, as specified in Your Eastlink Mobile service agreement with Eastlink ("Service Agreement"), is 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](http://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 ("Device") is:

- For easyUp - the eligible new mobile phone You purchased from Eastlink.
- For Device Protection – the eligible new or "Certified Refreshed" mobile phone You purchased from Eastlink.

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. In the event you request to transfer your Eastlink Mobile account to another person, this Plan will be subject to Eastlink's account transfer policies, available by contacting Eastlink. You cannot transfer the Plan 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 PLANS

#### Pocket Geek<sup>SM</sup> by Assurant<sup>®</sup>

Your Plan includes the Pocket Geek by Assurant application ("Pocket Geek"), which You will install in Your Device upon purchase of the Plan. With Pocket Geek, you can run device checkups and access technical support features 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:

##### 1. easyUp

Your Plan includes:

- Mobile Device Replacement - We will replace Your Device in the following circumstances:
  - a) 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
  - b) 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.

Your Device will be replaced with a refurbished mobile phone of like kind and quality and with comparable features and functionality ("Replacement Device"). Accessories included with Your Device in the original manufacturer's packaging will only be replaced when incompatible with the Replacement Device and subject to the "**What is not covered?**" section. Replacement accessories may be generic or non-original manufacturer accessories.

- Mobile Device Upgrade - We will forgive any amount due for Your Device under Your easyTab<sup>®</sup> agreement when you upgrade Your Device to a new easyTab<sup>®</sup> any time after 12 months and up to 24 months from the Effective Date of Your Plan ("Upgrade Period"). Please refer to the section entitled "**When does the Plan begin and end?**" to determine the Effective Date of Your Plan.

If You do not upgrade Your Device during the Upgrade Period, You will continue to have Pocket Geek and Mobile Device Replacement coverage on Your original Device.

Device upgrades that occur before or after the Upgrade Period are not covered under Mobile Device Upgrade.

##### 2. Device Protection

We will replace Your Device in the following circumstances:

- a) 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
- b) 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.

Your Device will be replaced with a refurbished mobile phone of like kind and quality and with comparable features and functionality ("Replacement Device"). Accessories included with Your Device in the original manufacturer's packaging will only be replaced when incompatible with the Replacement Device and subject to the "**What is not covered?**" section. 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 Mobile service account each month and is determined by device tier (at time of purchase) based on the make and model of Your Device. To find Your Device's tier, please see an Eastlink agent or visit [eastlink.ca/deviceprotection](http://eastlink.ca/deviceprotection).

Tier	easyUp Monthly Fee	Device Protection Monthly Fee
Tier 1	\$13.99	\$9.00
Tier 2	\$15.99	\$11.00
Tier 3	\$17.99	\$13.00
Tier 4	\$19.99	\$15.00

#### WHEN CAN YOU SUBSCRIBE TO THE PLAN?

You can subscribe to the Plan at the time of Your Device purchase 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 PLAN BEGIN AND END?

Your Plan 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 Mobile 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 the earlier of:

1. the date the Plan is cancelled by You or Us in accordance with the section entitled "**How can this Plan be cancelled?**"; or
2. if You subscribe to easyUp, the date You upgrade Your Device under the Plan.

If you subscribe to easyUp and have not upgraded your device during the Upgrade Period, the upgrade portion of Your Plan will be removed and you will continue to have coverage under Device Protection.

Please note: 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.

#### REQUESTING A REPLACEMENT DEVICE

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 will assist You in temporarily suspending Your Eastlink Mobile account to help You avoid charges related to unauthorized use, and we can also help guide you through the process of using Your Pocket Geek application to locate Your Device.

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 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 or pre-authorized debit (PAD) authorization 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, based on your Device tier on the Effective Date of the Plan, 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 or bank 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.

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 or bank statement as "Device Service Fee"). If at any time after receipt of the Replacement Device, You locate Your original Device, You must return the Replacement Device to Us. To obtain instructions for the return of the Replacement Device, 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. Failure to return the Replacement Device to Us may result in additional charges. See the section entitled "**Are there any other charges?**" for further details.

Tier	Replacement Service Fee
Tier 1	\$79
Tier 2	\$159
Tier 3	\$249
Tier 4	\$349

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

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 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.

#### READY TO UPGRADE?

If you subscribe to easyUp and you are within the Upgrade Period of Your Plan, take Your Device to an Eastlink store, even if Your Device is not in working order. If the Device malfunction is due to physical or liquid damage, prior to proceeding with the upgrade You will have to pay the applicable Replacement Service Fee.

#### CUSTOMER RESPONSIBILITIES

Before providing Your Device for exchange or upgrade, 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. 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 or upgrade device.**

**\*Please note that Activation Locks on Android devices must be removed directly on the Device. If Your Android Device does not turn on, please refer to the Device user manual for more information.**

#### Customer Responsibilities Specific to Requesting a Replacement Device

Please note that failure to remove any screen lock application or to deactivate any Activation Lock before shipping Your Device to Us 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 or bank 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, plus shipping and handling costs. 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;
- if We are unable to identify the IMEI of Your defective Device for any reason, including, but not limited to, the SIM tray has been altered or removed or the IMEI has been altered, damaged or removed;
- 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 or bank statement) that will not exceed the Non-Return Fee; and
- if You do not return the Replacement Device to Us upon locating Your original Device.

**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. any device upgrades that occur prior to or after the Upgrade Period;
3. tablets or data sticks;
4. Devices with removed, altered or defaced International Mobile Equipment Identity (IMEI) numbers;
5. Devices used for commercial purposes (unless Your Eastlink Mobile 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;
6. Incidental, indirect, or consequential damages, including, but not limited to, loss of profits;
7. loss of data, down-time and charges for time and effort;
8. any loss or amount other than replacement of the Device;
9. intentional physical damage, abuse, misuse, vandalism;
10. unauthorized repairs, improper installation, improper equipment modifications;

11. lost parts or end-user replaceable batteries;
12. accessories, except for original accessories included with Your Device in the manufacturer's package that are essential to the function of Your Device and are not compatible with the Replacement Device;
13. 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;
14. "No problem found" or "no fault found" type diagnosis and intermittent errors that cannot be reproduced;
15. loss or damage to or of external housings or casings that does not affect the mechanical or electrical function of Your Device;
16. devices with Windows Phone Operating systems;
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?

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](http://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, Strn "A" Halifax, Nova Scotia, B3K 5M3, Attn: Customer Care.

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