

Mobile Services Agreement

Summary

Between
Alexandre Roy
5158 Des Érables St Ascot
Corner, QC, J0B 1A0
(Hereafter: «The Customer»)
Client number: 29393582

And
Fizz
612 Saint-Jacques Street,
Montreal, Quebec
H3C 4M8
(Hereafter: «The Provider»)

Effective as of
2022-09-22
Monthly payments begin when
you activate your plan.

Need help?
If you have questions,
visit our Solution Hub:
[Fizz.ca/solutions](https://fizz.ca/solutions)

Mobile phone services

Plan details		Monthly fee
Coverage	Quebec	\$27.00
Data	5 GB of data	
Text messages	0 texts	
Calls	Unlimited minutes	

Additional options

Voiceemail	Voice Mail	\$2.00
Municipal tax for 9-1-1 service		\$0.46
Total		\$38.92

Miscellaneous fees

Qty	Services	Price
1	Activation fee	\$0.00
Total		\$0.00

Additional information

Monthly payments begin when you activate your plan.

Subsequent monthly payments will follow every month, 72 hours before the date at which you activated your plan unless your payment cycle shifts. Should such a situation occur, you would be notified (with the reason) by email to the address associated with your account.

Any additional use and applicable taxes must be paid prior to use via one of two methods:

1. By purchasing an Add-On.
2. By depositing a sum of money in the wallet to Pay-As-You-Go. At any time the Customer can access their account and add funds to cover the following types of usage:
 - Usage within your coverage area (Calls: \$0.25/min; Text: \$0.05/msg)
 - International calls
 - Roaming fees (Data, calls and texts)

Rates for Add-Ons and pay-as-you-go services vary according to the service and coverage area. Full pricing is available on [Fizz.ca](https://fizz.ca)

- The applicable taxes are over and above the prices indicated in this agreement.
- The following agreement is valid for an indefinite period.



Fizz Services Agreement

Part 2

1. Your services

1.1. Your monthly plan

The section entitled *Summary of your service agreement* (the “Agreement”) shows the service to which you have subscribed and the corresponding monthly price. You can have one or more plans. Each subscription has its own terms and conditions set out in the section entitled *Summary of your service agreement* while the general terms and conditions are set out in this section. The content of the *Summary of your service agreement* depends on the plan you have chosen and the options you have added.

1.2. Additional services

You may individually purchase additional services not included in your plan (or used up). To do so, access the *My account* section on our Website at [Fizz.ca](#) (the “Website”), follow the instructions and purchase the services (the “Add-ons”). Once the transaction is complete, the services will be activated immediately.

Examples of Add-ons:

- **Mobile** : blocks of mobile data, blocks of calling minutes (in your coverage area or international), blocks of SMS.
- **Internet** : additional Internet usage blocks.

The price billed for an Add-on is the price shown on our Website at the time of purchase.

You can also use your wallet (the “Wallet”) to purchase additional services.

How it works : The Wallet is used for pay-per-use mobile services when they are not covered by your monthly plan (or if they are used up). The following types of services are offered: calling minutes (in your coverage area or international), SMS and data roaming.

To “pay per use,” you first have to access your Wallet through the *My account* section on the Website and deposit the required amount of money in it. The cost of the services will then be deducted from the balance of your Wallet in real time. The services will be interrupted once your balance goes to zero.

The price billed is the price shown on our Website at the time of purchase. You can check your balance at any time by going into *My account*.

1.3. Installation services

When you subscribe to our home internet service, we can install the authorized Fizz equipment.

The installation service serves to connect your home to our network by connecting the Fizz Wi-Fi modem to the equipment and outlets in your home (e.g., wall outlets, cables, wires, etc.). This service is offered at a fixed price and is limited to a single installation. It covers only surface work, which excludes wiring inside the walls.

We are not responsible for installation problems caused by unauthorized equipment (e.g., a damaged cable or wire in your home).

The fixed price for the basic installation service is shown in Part 1 of the Agreement. Any additional installation work and services are billed extra.

1.4. Technical support services

Your plan includes online technical support through our Website. In the *Solution Hub*, you will find the necessary information to configure all of your services yourself.

We also offer a discussion forum, which is a place where Fizz users can ask questions and discuss issues. Please note that we are not responsible for the content of the information on the forum and that you are responsible for checking the accuracy of the information provided. We are also not liable in the event of loss or damage due to the handling or configuration of your device based on information disseminated on the Fizz discussion forum.

2. Home Internet Equipment

2.1. Authorized Fizz equipment

We authorize the use of the following equipment: any Fizz equipment loaned by Fizz (e.g., Wi-Fi modem).

Indemnities payable if you terminate your Agreement:

For Fizz equipment not returned within 15 days following termination of the Agreement, or if loaned Fizz equipment is lost, stolen, broken, destroyed or damaged: you must reimburse the value of the equipment.

TABLE 1 : Value of Fizz Equipment

Equipment	Model	Value
WI-FI Modem	CODA-4680	\$225.00

Fizz equipment loan rules:

Beginning of loan period:

date on which the loaned equipment is delivered to you.

End of loan period:

- Date on which the Agreement ends, or
- date on which you return the loaned equipment.

Maintenance and repair of loaned equipment (for fair wear and tear only):

In the event of fair wear and tear, we are responsible for maintaining or repairing the loaned equipment or replacing it with equivalent new or reconditioned equipment.

Equipment can only be loaned, not purchased.

2.2. Unauthorized equipment (use at your risk)

Equipment that is not loaned by Fizz is not covered by the Agreement. We cannot guarantee that the use of such equipment is reliable or safe, and you therefore bear all risks if you opt for such equipment.

For example:

- The equipment may be incompatible with the Fizz services for technical reasons.
- The equipment may be damaged when it is connected to or disconnected from authorized Fizz equipment.
- Use of the equipment could cause greater data consumption and high additional charges.

You are also responsible for any damage we may suffer owing to such equipment (e.g., if the use of such equipment affects our network).

3. Mobile devices

3.1. You must make sure to use a device that is compatible with our network

The 911 service may be unavailable if your device is defective or incompatible with our network.

You are also liable for any damage we may suffer owing to malfunctioning devices (for example, if the use of the device affects our network).

You are responsible for the proper functioning of your device, applications and updates to your applications.

3.2. Lost or stolen devices

If your device is lost or stolen, you can ask us to add it to a shared national blacklist. You must make a request on our Website. Please note that only devices that are already active on our network can be added to the list.

4. Guarantee

4.1. Mobile service guarantee

If you are not satisfied with the mobile service to which you have subscribed, you have **15 days** from activation to terminate the Agreement and get a refund. Only the portion associated with your monthly plan is refundable. Additional services such as Travel Add-ons or pay-per-use services are not refundable. You can use this guarantee only once per year, per customer.

In addition, to qualify for the guarantee, you must have used less than 50% (or 100% if you are an individual with an approved *Proof of disability form*) of the calling time and data included in your monthly plan (including any data you gifted, in addition to all your Add-ons and Travel Add-on). If your plan includes unlimited calling time or SMS, this condition does not apply to the unlimited option.

If you fulfill all of the conditions, we will automatically refund you the price of the monthly plan at the time you cancel your subscription, based on the payment method you used for the original transaction.

This guarantee does not apply to Home Internet services.

5. Billing and payments

5.1. Billing

Your services will be billed in advance, once a month. Payments will be debited to your account according to the method you choose. If you have more than one mobile phone service plan and/or if your account includes a home internet plan, each of these services must be paid separately, according to the payment method chosen.

The monthly fee for your plan will be automatically charged to your credit card every month, 72 hours before the anniversary date of the activation of your mobile service. For a home Internet plan, the monthly fee will be charged every month, 72 hours before the date that you received your Fizz Wi-Fi modem.

If your payment cycle shifted as a result of a failed payment or any other reason, the date on which your monthly fee will be charged may change. You will be notified of this new date by email to the address associated with your account.

5.2. Failure to pay

If your credit card payment is refused, you will have until 11:59 p.m. on the day preceding the anniversary date of your plan to pay the amount due. If payment is not received before that delay, your plan will be suspended and you will have 30 days to pay the amount due via the "Proceed to payment" button that will be made available under your plan in the My Account section of the Website.

If your payment is not received within this 30-day period:

- In the case of a mobile plan, we will deactivate your SIM card and your telephone number (which could be assigned to another Fizz member). Your Fizz subscription will be cancelled, and you will lose all of your rolled over data. Any funds left in your Fizz wallet will be reimbursed via the payment method associated to your Fizz account.
- In the case of a Home Internet plan, your subscription will be deactivated and cancelled. The instructions to return your Fizz Wi-Fi modem will be sent to you by email to the address associated with your account.

5.3. Calculating your use of minutes and data

The duration of a call is rounded up to the next minute at the first second.

For example :

- A 1-second call is billed at 1 min.
- A call lasting 38 min. and 1 second is billed at 39 min.

5.4. Calculating the amount of data used

We calculate the amount of data used in an automated manner. The result of this calculation cannot be contested. Please note the following:

- The amount of data used outside Quebec is rounded up to the next ten kilobytes for each use. For example, if you download 88 kilobytes of data outside Quebec, you will be billed for 90 kilobytes.
- If your services are used through the network of a Fizz partner service provider, the data calculation rules may differ.
- When you send or receive a message, a photo or any other type of content, our network sometimes has to send additional data or send the same data packet several times to complete the transmission. That may give rise to greater data consumption.

In the *My account* section, you will find tools to help you track your consumption and manage your usage. For a mobile plan, you could among other things be advised when you'll have reached 75%, 90% and 100% of your monthly mobile data limit.

5.5. Mobile plan data rollover

The data in your monthly mobile plan that has not been used at the end of your payment cycle can be used during the following two months (the calculation starts on the end-of-payment-cycle date).

You can also choose to transfer unused data to another active user who is contractually bound to Fizz, but only if that user is subscribed to a plan that already includes mobile data. This user will have to use the data received before the end of his or her next complete payment cycle.

Only data associated with the current monthly plan can be gifted to a third party. In this regard, data that has already been rolled over, that has been received as a gift or free-of-charge under the My Rewards program cannot be gifted again (with some exceptions).

Applicable minimum:

A minimum of 500 megabytes applies to all data gifting to third parties. This minimum is subject to change at any time.

6. Situations that may affect the operation of the services

We cannot guarantee that the services we provide will never be interrupted, unavailable, inaccessible, slowed down, unstable or limited. Sections 6.1 to 6.4 list the operating problems for which we are not liable (including indirect, special and punitive damages and loss of income or profits you may suffer).

6.1. Temporary service interruption or slowdown

In situations that are beyond our control, such as:

- limitations inherent in our network or the network of a Fizz partner service provider, or delays and other limitations in the transmission of data and files due to factors that are beyond our control or beyond the control of a partner service provider;
- failure of equipment or facilities belonging to other companies that affects our network (for example, a power outage on the network); an error made by other companies that affects our network;
- the transfer time of a connection from our network to the network of a partner service provider;
- use of a SIM card in an unauthorized device (see 2.2);
- an order from the police or any other law enforcement agency forcing us to interrupt your services. Service restoration charges may apply.
- maintenance work. We occasionally carry out maintenance work to ensure the proper operation and improvement of our network (for example, changes, updates, relocation or repair of equipment). This maintenance work may cause service interruptions or slowdowns.
- traffic management. To avoid an internet network congestion when your WI-FI modem sends a large amount of data, we may temporarily slow down your upload speed (data sending) according to the type of your internet access. As soon as the risk of congestion is eliminated, your speed is restored. For more details, see our detailed traffic management policy: <https://fizz.ca/en/faq/internet-traffic-management-policy>.

6.2. Service interruption or unavailability

Your rights.

You are entitled to a credit if a service is interrupted and unusable for at least **48** consecutive **hours**. You will have to request a refund in writing within **15 days** of the end of the interruption. You are not entitled to any other compensation.

The amount of the credit will be prorated based on the duration of the interruption, in the following manner:

$$\frac{\text{Monthly price of the service}}{\text{Number of days included in the billing period}} \times \text{Number of days of interruption}$$

However, you are not entitled to a credit if the interruption is caused by a work stoppage,
an act of vandalism,
an order from the police or any other law enforcement agency forcing us to interrupt your services,
any other event of force majeure or circumstances beyond our control or beyond the control of a Fizz partner service provider.

6.3. Interruption or unavailability of a service on the mobile network of a Fizz partner

We have entered into agreements with certain service providers so that our mobile phone services are accessible on a larger territory. However, these agreements come with usage limits. For that reason, we may interrupt or block your access to the network of these providers when you use your mobile services mostly on their network for three consecutive payment cycles.

Your service may be limited or interrupted due to network limitations of our partner service providers or due to technological incompatibility between your device and their network.

Your rights. The agreements entered into with the Fizz partner service providers do not create a contractual relationship between them and you. These partners therefore have no liability to you and you have no rights against them under these agreements. In the event of a service interruption, the only compensation to which you may be entitled is a refund prorated based on the amount you paid for the services you were unable to use due to the interruption or unavailability.

You have no other recourse against these partners, regardless of the legal basis (contractual or extracontractual liability, whether direct or indirect) and regardless of the source of law (civil law, common law, or other).

6.4. Interruption or unavailability of 911

The 911 emergency service may be temporarily interrupted or unavailable, including for the following reasons:

- A.** due to a temporary interruption or slowdown, as described in section 6.1;
- B.** if you use an incompatible device;
- C.** if you modify or alter devices or software connected to our network, including the configuration of such equipment or software, which is in breach of your commitments;
- D.** if there is a failure, fault or problem caused by the equipment or facilities belonging to other companies.

Your rights. If the interruption or unavailability is our fault and you suffer damage as a result thereof, our liability will be limited as follows:

- \$20 or three times the amount of the credit to which you are entitled in the event of a service interruption of 48 hours or more (see 6.2), whichever is higher. You are not entitled to any other compensation.

However, in the following cases our liability is unlimited: death, bodily injury, damage to your property or premises, deliberate fault, gross negligence, uncompetitive behaviour on our part or breach of your Agreement as a result of gross negligence on our part.

7. Commitment to protect your data

We do not guarantee the security of your data, files, privacy, internet access and devices. You are therefore responsible for taking appropriate measures to protect your data, privacy, internet access and devices (for example, using passwords or other measures to control access to the devices, making backup copies of all your data and installing data protection software).

These protective measures may help you avoid the following problems:

- A.** data or files corrupted, intercepted, lost or destroyed through intrusion or otherwise;
- B.** damage caused by the viewing, downloading or any other use of content through the services provided;
- C.** damage resulting from a change in software configuration or a computer virus;
- D.** loss of programs, data or other information that had been saved or stored on a device

8. Commitments concerning use of the equipment

You must assume the risks related to the use of unauthorized equipment

(see 2.2) and the risks related to the use of authorized Fizz equipment, even when it is used by a person other than yourself (including the costs and damage doing so may engender). You are liable if the loaned Fizz equipment is lost, stolen, broken, destroyed or damaged beyond fair wear and tear, except in the event of force majeure.

You must comply with the minimum configurations of the equipment, including software and programs, to avoid security breaches that may affect the Fizz network (e.g., update your internet browser when an update is proposed to you).

You must return the loaned Fizz equipment to us as soon as possible after your Agreement ends.

If you do not return the equipment, you must pay the indemnity provided for in section 2.1.

You must protect and secure the loaned Fizz equipment and use it with care, prudence and diligence.

You must not remove or modify the label or the serial number of loaned Fizz equipment.

You must not modify or alter any equipment or software connected to our network, including their configuration.

You must not use the internet equipment at an address other than the one where the services are provided, except if permitted under Part 1 of the Agreement.

You must not assign or otherwise transfer Fizz equipment loaned to you without our permission.

You must comply with the applicable rules and any other requirements on our part.

You must not use or permit the use of the services in an illegal or improper manner. That is the case, for example, if the use of the services is unreasonable or disproportionate, if it jeopardizes the services or our network, if it harms us or any other person.

9. Commitment to give us access to your home

You agree to give us access to your home or any other place where the services are or will be provided, during our normal business hours, to allow us to

- install, inspect, repair or maintain equipment connected to our network or the network of a Fizz partner service provider;
- resolve an outage or any other problem affecting our network; or
- ensure that your commitments or our obligations are met.

Our representative must obtain your permission before entering, except in case of an emergency or if a judge has given the representative written permission to enter your home without your permission. At your request, our representative must show you the identification card issued by us.

10. Commitments concerning use of the services (fair use policy))

You must assume the risks related to the use of the services, even when they are used by a person other than yourself (including the damage and costs this may engender).

You must not use the mobile phone service mostly on the mobile network of a Fizz partner service provider (see the explanations in section 6.3).

You must use the services and content for your own personal purposes only and not for commercial purposes or in the operation of a business. You must not resell or offer the services to others, with or without consideration. You must not share your passwords. You also must not modify, lease, lend, sell or distribute any content to which you have had access owing to the services provided or create derivative works based on such content.

You must not use or permit the use of the services (unlimited or not) in an illegal or improper manner, or the provisions set out in section 15.4 might apply. That is the case, for example, if the use of the services (unlimited or not) is unreasonable or disproportionate, if it jeopardizes the services or our network, if it harms us or any other person, or if it is against the law.

11. Commitment to indemnify us in the event of a lawsuit related to the use of your services or device

Someone might sue us or claim compensation for a reason related to the way you use the services, device, telephone numbers or ID codes. Someone might also do so for a reason related to a fault you have committed or a commitment in your Agreement you have failed to honour. Similarly, someone might sue our affiliates and partners or claim compensation from them.

Even if this person's claim seems unfounded to you, you undertake the following, at your expense:

- A.** to take charge of the situation, including all negotiations;
- B.** to defend our interests and those of our affiliates and partners;
- C.** to compensate us as well as our affiliates and partners for any damage suffered and all costs, including legal fees and court costs.

We may participate and intervene in a lawsuit, at our expense, and choose our own lawyer. Our affiliates and partners have the same right.

12. What you risk if you do not honour your commitments

We may interrupt your services or terminate your Agreement in accordance with the conditions set out in section 15.4.

If we suffer damage, you must compensate us (including for any indirect, special or punitive damages, or for any loss of income or profits). If you suffer damage, we are not liable for it.

We may at any time prohibit you from accessing the account of another Fizz customer.

13. Management of telephone numbers and ID codes

13.1. Transferring telephone numbers from a former service provider to Fizz

When you enter into a mobile services agreement with us, we take care of contacting your former service provider to transfer the telephone numbers. However, you are responsible for paying the transfer fee and the amounts due to your former service provider.

13.2. Possible change and cancellation of the telephone numbers or ID codes

The ID codes and telephone numbers assigned to you do not belong to you. An ID code may be any identifier we assign to you or that is transferred to us by another service provider (for example, calling card, personal identification number (PIN), etc.).

We cannot guarantee that the ID codes will never be changed or cancelled. If they are, we will notify you, but we will not be liable for any damage you may suffer (for example, if a service is interrupted because you have failed to honour a commitment in the Agreement and the ID codes change when service is restored).

The telephone numbers may be changed only if we have reasonable grounds to do so (for example, if a government agency requires us to do so) and we are not liable for any damage you may suffer as a result thereof. However, we must notify you in advance, within a reasonable time limit and in writing, of the reason for and the date of the change.

If a number must be changed urgently, we may notify you orally, before confirming in writing that the change has been made.

14. Management of personal informations

14.1. We may collect, use and retain the following personal information:

- your name and contact information (for example, address, telephone numbers, email addresses, IP addresses);
- your banking and credit information;
- your date of birth, sex and family status;
- any other information that can identify you or any other information described in our privacy policy.

We may collect this information from you or from other persons and organizations, with your consent or if permitted by law. You undertake to provide us with accurate and complete information and to notify us of any changes during the term of your Agreement (for example, move, change of email address).

When you enter into your Agreement, you authorize us to obtain, from financial institutions and other relevant information agencies, the necessary personal information to verify if you represent a financial risk. You also authorize us to send them any personal information required for this purpose. You may authorize us to repeat such checks for periodic verification of the financial risk you represent throughout the term of your Agreement. Finally, you may authorize the persons acting on our behalf to obtain and transmit such information for the same purposes. You may withdraw your consent at any time by contacting us (see 14.5).

14.2. Conditions under which we may collect, transmit, use and retain your personal information

You give us the right to collect, transmit, use and retain your personal information for the following purposes:

1. to establish, develop and maintain a business relationship with you;
2. to understand your interests, needs, expectations and preferences in order to improve our products and services and offer you new ones;
3. to detect and prevent potential fraud or illegal, inadequate or inappropriate uses of our products and services;
4. to bill the products and services you have requested, provide them to you and collect payment;

5. to carry out analyses on the consumption of our products and services, in particular for statistical purposes;

6. to assess whether you represent a financial risk before entering into an agreement with you and periodically verify such risk during the term of your Agreement;

7. to engage in commercial or philanthropic prospecting by including your name, address and telephone number in our list of customer names and share such list with our affiliates for the same purpose. You can always request that your personal information be removed from the list by contacting our customer service department;

8. to comply with applicable laws and regulations. We commit to use your personal information within the limits imposed by law and to retain it only if it is necessary or useful for one of the 7 reasons mentioned above. We also commit to protect the confidentiality of your personal information through appropriate security measures based on the medium and sensitivity of the said information.

14.3. Conditions under which we may share your personal information with others

Your personal information is confidential. We must therefore obtain your express consent before sharing it with anyone.

Exceptions.

We do not need to obtain your consent if your information is already accessible to the public, or if a court requires your information to be disclosed to a person, organization or company, or if we need it to perform tests in order to improve the safety of the information. We also do not need to obtain your consent if we are permitted or required by law or regulation to share your information with persons, organizations or companies without your consent, or if we are forced to do it. In particular, we are permitted by law or regulation to transmit or share your information with the following persons:

- your mandatory: a person who is your mandatory or whom we consider to be your mandatory based on a reasonable analysis of the circumstances;
- our mandatory: our mandatory whose mandate it is to collect payment of the amounts you owe us. Your information must be necessary to perform the mandate and our mandatory must undertake to use your information only for this purpose;
- a phone service provider or any other service provider: your information must be necessary to provide efficient and cost effective service. The provider must undertake to use your information only for this purpose and ensure its confidentiality;
- a Fizz affiliate providing you with communication services: your information must be necessary to provide such services. The company must undertake to use your information only for this purpose and ensure its confidentiality;
- an organization or person with the power to compel us to share your personal information: your information must be requested in the course of their duties;
- an organization responsible, by law, for the prevention, detection or repression of crime or statutory offences: your information must be necessary for the prosecution of an offence and be requested in the course of the organization's duties;
- a public authority or its mandatory who considers that there is an emergency public alert situation: it must require your information to avert or minimize an imminent danger to a person's life, health or safety.

Information sent abroad: when we use the services of companies located outside Canada to provide you with the requested services, we require such companies to preserve the confidentiality and security of your personal information in accordance with the standards set out in the *Personal Information Protection and Electronic Documents Act*, in particular through agreements in which they undertake to do so. However, when your information is stored or processed outside Canada, it is subject to foreign laws that could allow your information to be shared with the authorities of the countries in question despite our agreements.

14.4.

You may request access to your personal information at any time, in writing. We must make it accessible to you no later than 30 days after receiving your request.

14.5.

Any request or complaint related to your personal information must be addressed in writing to the Privacy Officer and sent to the following address: 612 rue Saint-Jacques, Montréal, Quebec H3C 1E2. You may also view our Privacy Policy at <https://fizz.ca/en/privacy>.

15. Management of your plan and services

15.1. Changing your plan

You can change your monthly plan at each of your payment cycles. Changes must be submitted in accordance with the plan change policy detailed on <https://fizz.ca/en/plan-change-policy> for the changes to take effect on your next payment cycle.

- You can replace it only with one of our plans offered at that time and your old plan may no longer be available or may no longer be offered at the same terms afterwards.

- Some discounts or promotions may no longer apply after you switch (for example, certain services or options that were included in your old plan may be charged under your new plan or may no longer be available).

- If data is transferred, the data will take on the attributes of your new plan.

Example :

If you had a monthly Quebec plan and replace it with a Canada plan, your unused data of the previous month (Quebec) will be valid under your new plan (Canada). Conversely, if you had a Canada/US plan and switch to a Quebec plan, your unused data will be valid in Quebec only once the new payment cycle starts.

15.2. Your right to terminate your Agreement

You may terminate your Agreement at any time by filling in a request to cancel your subscription in the *My account* section on our Website.

15.2.1. Cancelling your mobile subscription

If you cancel your Mobile Services Agreement, any amounts prepaid for your services by a medium of exchange (e.g., a prepaid card) are not refundable. Nevertheless, any amount in your Wallet will be reimbursed to the credit card linked to your account.

15.2.2. Cancelling your internet subscription

If you cancel your Home Internet Services Agreement during a payment cycle, you will receive a refund pro-rated based on the remaining days for the monthly fees paid at the beginning of the payment period, not including additional data blocks.

15.3. Our right to amend the contents of your Agreement

We may, at any time, amend your Agreement, including the price and nature of the service provided. We must notify you of any changes at least **30 days** before the effective date, by notice dealing only with this subject. The notice must clearly and legibly indicate:

- the information added to your Agreement, or the amended clause with its original version;
- the effective date of the amendment; and
- any other information we are required to include by law or regulation.

Your rights.

If the amendment increases the scope of your commitments or reduces our obligations, you may refuse the amendment and terminate your Agreement at no charge.

In all cases, you remain responsible for paying the price of the services provided up to the date your Agreement ended.

15.4. Our right to terminate your Agreement

Before terminating your Contract, we must give you at least **15 days'** notice.

This notice period is shorter if we terminate your Agreement or interrupt your services because you have failed to honour one of your commitments. In that case, you will receive **14 days'** notice (this notice period may also be shorter if we have a presumption that your use of the services is inconsistent with our policies or applicable law).

You will not receive any notice in the following cases:

- We must take immediate actions to protect our network or our partners' network.

- The services or equipment are used abusively or fraudulently, including our customer service.

- The services or equipment are used in breach of the law or the rules imposed by the CRTC.

15.5. Moving and updating My Account.

If you move to a location where our services are not provided or a location where our network is not optimal, you may terminate your Agreement on the conditions set out in section 15.2.

You are at all times responsible for updating the information indicated in the My Account section, including your email address. We are not responsible if any communication is sent to an email address that is wrong.

16. Assigning your Agreement

We may assign or otherwise transfer the Contract or part of our rights and obligations without your consent to a person, company or organization. This could be the case, for example, in the context of a merger or corporate reorganization.

17. « My Rewards » program

By subscribing to our services, you will enjoy the *My Rewards* program, which allows you to accumulate points for perks and upgrades. For the complete terms and conditions of the "My Rewards" program, please go to <https://fizz.ca/en/my-rewards-policy>.

We may terminate the *My Rewards* program or modify its terms at any time.

18. Complaints about your Agreement or a service

For information about our complaints procedure, please see our Website at www.fizz.ca . If you are not satisfied with the proposed agreement, you may contact the Commission for Complaints for Telecom-Television Services: www.ccts-cprst.ca .

You can also obtain information about the Internet Code and the Wireless Code on the CRTC website: www.crtc.gc.ca .

