

Service Terms between You and Public Mobile

Updated as of May, 2023

What are the Public Mobile Service Terms?

These Service Terms describe your wireless voice and data services and cover the use of your device and account, billing and warranty information, your privacy rights and service cancellation. As part of our commitment to putting customers first, we want to make sure that we are clear and transparent in helping you fully understand what Public Mobile provides. By using our services, you agree to the terms and conditions outlined below.

As you read through these Service Terms, please note that:

- “I”, “me”, “your” and “you” refers to the Public Mobile customer who is responsible for the account;
- “We”, “us” and “our” refers to the mobility division of TELUS Communications Inc.;
- “Device” means any type of wireless telecommunications device that you use to access the Public Mobile service including mobile phones, tablets, Internet keys and more.
- “Service” means the wireless voice and data services that Public Mobile provides within the Public Mobile mobility coverage area, and includes wi-fi Internet access service where available through Public Mobile’s wireless network access points.

These Service Terms form your “Agreement” with us. You also acknowledge that the following materials apply to your use of the Service:

- Our Privacy Policy available at publicmobile.ca/privacy
- Public Mobile Network Traffic Management Policies available at publicmobile.ca/privacy-legal

How does Public Mobile prepaid service work?

- Your Public Mobile subscription includes a rate plan that provides access to specific mobility services. Depending on plan details, rate plans have a fixed duration. If you are subscribed, your plan will auto-renew at the end of the fixed duration.
- With Public Mobile, you must pay for your service in advance. You can pay at the time of purchase, or at any time by adding funds to your account via a one-time top up. The funds in your account can be used to pay for a rate plan or an add on.
- When you are subscribed, you have authorized Public Mobile to charge the payment method that you have registered, which will automatically renew your rate plan at the end of its subscription. You can choose to disable pre-authorized payments by unsubscribing to the Service. If you do not have a pre-authorized payment method registered, your plan will only renew if there are sufficient funds in your account.
- If you do not have sufficient funds to renew, your service will be suspended. You can reinstate a suspended account at any time but if your service is suspended for more than 90 days, your account will be closed permanently and you’ll lose your phone number.
- Funds are valid for as long as you have an active account. Funds are non-refundable.
- In addition to your subscription, you can purchase one-time add-ons, which provide access to additional data transmission services, text services and voice minutes. The rates and conditions at the time of purchase will apply.
- Current rates and conditions are available at publicmobile.ca/plans.
- Public Mobile provides you with the tools you need to manage your spending. Public Mobile will send an SMS message with options for more data or more minutes to the phone that is approaching its data or voice bucket limit.
- An authorized user can purchase more data or minutes by replying to the SMS, making a purchase on myaccount.publicmobile.ca, or in the Public Mobile app. The additional charges will be the current rate for the new rate plan or add-on that the authorized user chooses.

Service Terms between You and Public Mobile

Can the terms of service change?

Public Mobile may change the Services offered, including rates, and any term of the Agreement, at any time. If required, we will give you notice of these changes in writing, at least 30 days before the effective date, using a reasonable method to bring it to your attention, such as by posting it on publicmobile.ca, or by email or text message. By purchasing Service after a change has been made, including by continuing to top-up your account, you accept the change.

If you refuse any changes, your remedy is to cancel the impacted Service or Agreement. You can cancel Service at any time, without penalty or cancellation fees. Note that any unused funds will not be refunded when you cancel.

For Quebec Residents Only:

Public Mobile may change the Services offered, including rates, and any term of the Agreement, at any time. If required, we will give you notice of these changes in writing, at least 30 days before the effective date, using a reasonable method to bring it to your attention, such as by posting it on publicmobile.ca, or by email or text message. The notice will describe the new or amended clause and the former version of the clause, the effective date of the change, as well as your rights if you do not agree with the change. If the change increases your obligations or reduces ours, you may refuse the change and cancel the Agreement without penalty, by notifying us no later than 30 days after the effective date of the change.

Can I transfer my Agreement to someone else?

If you want to transfer your Agreement, you need Public Mobile's consent in advance. You will remain responsible for the use of the Service until the transfer is made. Public Mobile may transfer or assign all or part of this Agreement, or any of our rights or responsibilities under this Agreement, at any time without your permission.

Your Public Mobile Services

What limits apply to my use of the Public Mobile Service?

You can only use Public Mobile Services for your own individual use, with compatible devices and in compliance with the law. You also agree not to:

- Resell the service or receive any charge or benefit for the use of the service by any third party;
- Use the service to send any threatening or obscene material or to harass, embarrass or invade the privacy of another person;
- Engage in any activity that could compromise the security of the service or any network or computers on the Internet, or that could interfere with the services of any Internet access provider;
- Use the service in any way that requires excessive network capacity or that may adversely affect other Public Mobile customers or the service;
- Copy or change the identification functions of the service or your device, or permit anyone other than a Public Mobile authorized person to do so;
- Threaten, abuse or harass any Public Mobile customer representative;
- Use a device that has been reported lost or stolen to any wireless service provider;
- Engage in any activity on the Public Mobile or partner networks that is seen as excessive or malicious, as solely determined by Public Mobile.

Where will I have coverage?

Public Mobile service covers almost all of the populated areas in Canada. Coverage areas, and the connectivity in these areas, will depend on the availability of network facilities. These are subject to change from time to time, without notice.

Service Terms between You and Public Mobile

Can I stay connected when I travel outside of Canada?

Roaming services are available on compatible network technology and are provided when you are outside of Canada in places where Public Mobile has roaming agreements with other telecommunications companies. Roaming service areas may vary without notice. There may also be times when you are charged for roaming while still within Public Mobile coverage areas. This will happen if your device's radio signal is picked up by a cell tower located in the coverage area of another wireless service provider. To check the network availability and rates in different countries, visit publicmobile.ca/coverage. Please keep in mind that special numbers for emergency services and operator assistance may vary by country so dialing the numbers that you use in Canada may not work. It is your responsibility to look up and use country-specific numbers when roaming outside of Canada.

Will my Public Mobile services always work in Public Mobile coverage areas?

We monitor our networks to keep them running continuously. However, there are times when Public Mobile must suspend or restrict the service to maintain, restore or repair the network. Also, to ensure fair network access to all users, Public Mobile may manage network resources using methods including, but not limited to:

- Allocation of bandwidth, which may limit the availability or speed of data service;
- Filtering for spam and malicious content, which may occasionally result in unintended blocking of inoffensive content; and
- Restricting the network access available to specific transmission protocols.

For a description of Public Mobile's network management practices please see publicmobile.ca/privacy-legal. In addition, service failures or interruptions can occur due to events beyond Public Mobile's reasonable control. These may include:

- Atmospheric conditions (including solar activities);
- Physical obstacles interfering with the transmission of radio signals;
- Limitations on the capacity of the network to carry traffic from all nearby users;
- Technical limitations of the systems of other telecommunications companies or limitations of the interconnection of transmission facilities;
- Defects or failures in network equipment; or
- Emergency or public safety requirements.

What speeds can I expect?

You can expect access to the network technologies and speeds that were available to you when you activated your current plan. We may offer service at different speeds, and you may be required to change your plan to get access to new network technologies, features or speeds. Speeds may vary with your device, internet traffic, environmental conditions and other factors.

Do I own my wireless telephone number?

You have the right to take (or "port") your phone number to another Canadian telecommunications service provider. However, please note that you do not own your number. If you leave Public Mobile and choose not to take your phone number with you, we have the right to assign your number to another customer. You also do not own any IP address, network equipment identifier, domain name, email address or other identifier assigned by Public Mobile. We may, after giving you at least thirty days notice, change any such numbers without liability.

Can I transfer my Agreement to someone else?

You will need our prior permission if you want to assign or transfer an Agreement. We may assign or transfer an Agreement or any of our rights or responsibilities under an Agreement without your permission.

Service Terms between You and Public Mobile

Your Wireless Device(s)

Can I use any device with my Public Mobile service?

Although Public Mobile networks are able to support a wide range of devices, not all devices will work on our networks. Your wireless device and software must meet Public Mobile standards to access our service and operate properly with our service. Such standards may change from time to time as the technology evolves and you are responsible for updating your device and software as necessary to meet these standards. If you fail to do so, your device may not access the Service and your only remedy will be to cancel the Service. Public Mobile may also remotely update or change the software and settings on your device at any time without notice to ensure that it continues to operate properly on our service. A device that has been reported lost or stolen cannot be used with the service.

Your Public Mobile Account

How can I collect Public Mobile Rewards?

Public Mobile offers a reward program (the "Reward Program"). To be eligible to the Reward Program, you must be an active Public Mobile customer and registered for the Reward Program. Only customers subscribed to a Public Mobile rate plan introduced after January 26, 2015 are eligible for the Reward Program. Full details of earned Rewards are available at your secure Public Mobile Rewards site. Rewards do not have a cash value, cannot be transferred, and expire if your account is deactivated. Terms and conditions of the Reward Program are available at publicmobile.ca/rewardrules.

Who is responsible if someone else uses my account?

You are responsible for your account and for the activities of anyone who uses it. To prevent unauthorized use, you must maintain the confidentiality of the login names, passwords and other identification methods that you use to access your account. If any person makes a claim against Public Mobile in connection with the use of our service or of any device on your account, you will indemnify Public Mobile against any loss or expense that Public Mobile may incur, including any judgment made against us.

How does Public Mobile manage user content?

The Internet can be used to spread viruses and other malicious content. Public Mobile has the right, but not the obligation, to monitor or log any Public Mobile Internet site or use of the service. This allows us to enhance operating efficiencies and to protect Public Mobile and its customers from spam, malicious content and other unlawful activity. If we believe any Internet capability or data accessed through our service is in violation of any of the Service Terms, we have the right to remove or block it. To enable you to post content to the Internet using the service, you grant Public Mobile and Public Mobile's service providers a world-wide, royalty-free, unrestricted license to use, copy, adapt, transmit, display, communicate and create compilations and derivative works from this content.

How long does Public Mobile keep content on my account?

Public Mobile may delete, without notice, messages and emails that have been stored on your account for more than thirty days. Public Mobile may also delete, without notice, any user content stored by or for Public Mobile that is not accessed in a thirty-day period and all third party content that has not been accessed for more than ninety days. Public Mobile is not responsible for the actions of any third party service, application or content provider.

How Public Mobile Services Are Charged

How are voice and data usage calculated?

Voice calls

Charges for voice calls are based on the airtime used when you make and receive calls on your mobile phone. Voice airtime is calculated, for both incoming and outgoing calls, from the time the call is initiated to the time it is disconnected, including the time used to route the call through the network and any ring time. The airtime for each voice call is rounded up to the nearest minute.

Long distance charges are incurred when you make voice calls from one local calling area to another and also for all calls you receive when outside your local calling area. Long distance calls use local airtime minutes, which are charged at the rate specified for the voice service active on your account. If your device's radio signal is picked up by a cellular tower outside of your local calling area, the call may be treated as long distance.

Data

All data usage is rounded up each session to the nearest kilobyte.

Service Terms between You and Public Mobile

What should I do if my device is lost or stolen?

If your device is lost or stolen, please contact Public Mobile immediately. You will continue to be responsible for preauthorized top ups on your account until you notify us. Following notification of the loss or theft, Public Mobile will suspend pre-authorized payments.

How do discounts and promotions work?

We will apply discounts, promotions or benefits to your account as long as we maintain these discounts, promotions or benefits, and as long as you meet the applicable eligibility requirements. We may change discounts, promotions or benefits and their eligibility requirements at any time. We may check your eligibility from time to time, and if you become ineligible to receive a discount, promotion or benefit for any reason, we may remove it and/or transfer your Service to a comparable Service plan, without prior notice.

How can I pay third party purchases from my Public Mobile Account?

When you charge a third party purchase (for example a mobile application or an add-on service) to your Public Mobile account, you authorize Public Mobile to rely on information we receive from the third party to charge your Public Mobile account or to apply credits for refunds. If you want to stop any recurring third party payments on your Public Mobile account, you must do so through that third party. Public Mobile may be able to assist in stopping payments if you provide us with a copy of the written request sent to the third party.

Any purchases you make from a third party and charge to your Public Mobile account are subject to the terms and conditions imposed by that third party. Public Mobile only provides a means of payment, and does not accept any responsibility or liability for the product or service provided. Any complaint you may have pertaining to third party services or charges must be addressed directly with the third party. Public Mobile will pay the third party on your behalf and you must then reimburse Public Mobile for the entire amount of the charge in the month that it appears on your bill, without interest.

How does billing work if I sign up for pre-authorized payments?

If you choose pre-authorized payments, we will renew your subscription automatically, by charging you the base plan amount on your subscription renewal date to the payment method you have registered on your account.

Warranties

Are there any warranties on my Public Mobile service?

Since wireless telecommunications are delivered by radio waves, they are subject to factors that cannot reasonably be controlled. For this reason, Public Mobile does not guarantee timely, secure, error-free or uninterrupted service or that you will always receive your messages or data. To the extent permitted by law, we make no warranties, representations, claims, guarantees or conditions, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to our services.

Is there a warranty for my Public Mobile Certified Pre-owned phone?

If you buy a Certified Pre-Owned phone from Public Mobile, your warranty will cover any manufacturer defects for 1 year (excluding Physical /Liquid damage), starting from the date of purchase.

If you purchase a new device, the manufacturer's warranty is included in the package that came with your device. The terms vary by manufacturer. Please review the terms of the manufacturer's warranty to understand the protection it provides and the actions that may void your warranty.

How does Public Mobile limit its liability?

01. Libel, slander, defamation or the infringement of copyright arising from material or messages transmitted from your property or premises or recorded by your equipment or Public Mobile's equipment;
02. Damages arising out of your act, default, neglect or omission in the use or operation of equipment provided by Public Mobile;
03. Damages arising out of the transmission of material or messages over Public Mobile networks on your behalf, which is in any way unlawful; or
04. Any act, omission or negligence of other companies or telecommunications systems in relation to the provision of the service to you, when the facilities of such other companies or telecommunications systems are used to establish connections to or from facilities and equipment controlled by you.

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To the fullest extent permitted by law, Public Mobile will not be liable to you or to any other person for any damages or expenses (including loss of profits, loss of earnings, loss of business opportunities, loss of data, economic loss or other similar loss, or punitive damages) arising out of or in connection with the use or failure of the service, whether caused by negligence or otherwise, and whether claimed in contract, tort or otherwise.

These limitations of liability extend to the benefit of third party providers of audio or audiovisual programming services delivered to your device through the service. In the case of the provision of emergency services on a mandatory basis, our liability to you, except in cases where negligence on the part of Public Mobile results in physical injury, death or damage to your property or premises, is limited to the greater of twenty dollars and three times the amount you would otherwise be entitled to receive as a refund for the provision of defective service under your Agreement. None of the limitations of liability stated above apply in cases of deliberate fault, gross negligence or anti-competitive conduct on the part of Public Mobile or in cases of breach of contract where the breach results from our gross negligence.

Your Privacy

How does Public Mobile protect my privacy?

Your privacy is important to Public Mobile. We have a long-standing policy of protecting the privacy of our customers in all of our business operations. The Public Mobile Privacy Policy sets out the principles that govern the collection, use and disclosure of our customers' personal information and reflects our continuing commitment to protecting their privacy.

For complete details about our legal obligations and liabilities with respect to your privacy, please refer to the Public Mobile Privacy Policy available at publicmobile.ca/privacy.

Ending Your Services with Public Mobile

Can I cancel my service at any time?

Yes. To cancel your service, contact Public Mobile with the date you want the cancellation to be effective. Upon suspension or cancellation, Public Mobile will have no obligation to maintain any voicemail messages, contact information or other content related to your use of the Service and you agree that all such messages, information and content may be deleted immediately without notice to you.

Can I receive a refund of unused funds if I cancel my service?

Funds added to your account are non-refundable. After ninety days with no active rate plan, your account will be automatically deactivated and all unused funds will be lost.

Can I take my number to another provider?

Yes, you have the right to take or "port" your number to another Canadian telecommunications company.

Can Public Mobile cancel my service?

Public Mobile will only suspend or cancel your service if you have not complied with the Service Terms or any other service agreement you have with us (or if Public Mobile reasonably believes that either may occur). Public Mobile may also suspend or cancel your service for any reason, upon thirty days' notice to you. Upon suspension or cancellation, Public Mobile will have no obligation to maintain any voicemail messages, contact information or other content related to your use of the Service and you agree that all such messages, information and content may be deleted immediately without notice to you.

For business customers

What do I need to do to make a claim?

If you are a business customer, any claim, other than the collection of amounts owing to Public Mobile, relating to (i) your Agreement; (ii) use of the device or the service; (iii) sales materials or advertising relating to the device or the service; or (iv) relationships with third parties arising through use of the service, must be referred to private and confidential arbitration before a single arbitrator chosen by the parties. The expense of arbitration will be shared equally. Notice to arbitrate a claim should be sent to Public Mobile, 25 York Street, 24th Floor, Toronto, Ontario, M5J 2S5, Attention: General Counsel. The arbitration will be conducted in accordance with the current rules relating to commercial arbitration in the province in which you reside. Additionally, you waive any right you may have to start or participate in any class action against Public Mobile and you agree to opt out of any class proceeding against Public Mobile.