Page 609 1st Revision

Effective Date: August 27, 2010

SaskTel Wireless Data Service Plans Terms and Conditions

F

Description

SaskTel Wireless Data Service Plans (the "Service") allow Customers to use services such as e-mail, internet, streaming services and messaging.

F

F

Terms and Conditions Applicable to all Wireless Data Service Plans

- 1. No termination fees apply if the Service is cancelled within 30 days of the activation date (i.e. the date the Customer's wireless device is operational and capable of using the Service) or the starting date of the contracted term for the Service (this only applies if the Customer is switching from a monthly plan because the Customer's wireless device will already be capable of using the Service). If the Customer cancels the Service within 30 days of the activation date, the Customer is still responsible for charges associated with network access, features, airtime and long distance for the time period in which the Service was active.
- 2. All devices on a wireless data plan are automatically activated on the Pay-per-use Voice Rate Plan. Customers may instead substitute any other current voice rate plan.
 - **Exception:** A postpaid voice plan is required with those SaskTel data plan offerings that are stipulated by SaskTel from time to time.
- 3. The contract terms for data and voice plans must always be of equal length with the same end date.
 - Exception 1: The Pay-per-use Voice Rate Plan has a month to month contract term only. Customers may sign up for a data plan with a fixed length contract term in conjunction with the Pay-per-use Voice Rate Plan.
 - Exception 2: Customers with an existing voice contract may add a temporary data plan to their device.
- 4. Customers with a wireless data device who are on a discontinued wireless data plan MUST switch to a current wireless data plan when they are:
 - a) renewing their contract; or

F



Page 610 5th Revision

Effective Date: July 23, 2012

SaskTel Wireless Data Service Plans Terms and Conditions - Continued

Terms and Conditions Applicable to all Wireless Data Service Plans - Continued

- 4. Continued
 - b) switching to a new or different device (i.e. ESN change), even if it's the same make and model.

Exception: If the Customer is changing their device due to repair, (i.e. either a temporary swap or a permanent swap to a refurbished device) the Customer does not have to switch to a current wireless data plan as long as the new device is the same make and model as the old device.

- 5. If a wireless data Customer has an existing voice contract but wants to switch to the Pay-per-use Voice Rate Plan, termination charges would apply (to the existing voice contract).
- 6. Customers who add a temporary data plan to their existing voice plan are not eligible for an additional device subsidy.
- 7. SaskTel may at anytime make changes to or eliminate data plans that are offered on a month to month basis with no fixed term contract commitment. Customers will be notified prior to any changes being made to a data plan that is offered on a month to month basis and will be notified prior to the termination of any data plan that SaskTel offers on a month to month basis. In either of such circumstances, the Customer will be given the opportunity to change to an alternate data plan offered by SaskTel of the Customer's choice.
- 8. Charges for long distance, roaming, additional service features and applicable taxes are not included in SaskTel wireless plan pricing.
- 9. SaskTel's approved use policy applies to wireless devices used in conjunction with the Service. Please see Section 2 of the SaskTel Wireless Service Terms of Service (pages 538-548 of SaskTel's Non-Tariffed Product and Services Schedule) and SaskTel's Wireless Fair Use Policy Non-Tariff (pages 619-620).
- 10. If, as determined by SaskTel, a Customer with a data usage limit as a component of the Customer's chosen wireless data plan, exceeds their predefined usage limit, the Customer will incur overage charges of \$0.03/MB (if on a *BlackBerry*, Smartphone or Mobile Internet plan) or \$0.05/MB (if on a Mobile Tablet plan or SaskTel Data Plan for iPad) for the remainder of the affected billing period.

Exception: Customers on SaskTel Data Plans for iPad will incur overage charges of \$0.05/MB for the remainder of the affected billing period to a maximum overage charge of \$30 per billing period.

N

Effective Date: August 15th, 2012



SaskTel Wireless Data Service Plans Terms and Conditions - Continued

- 11. SaskTel's Fair Use Policy
- a. Please see SaskTel's Fair Use Policy Non-Tariff item starting on page 619. It can also be viewed on SaskTel.com at http://www.sasktel.com//about-us/legal-and-regulatory/index.html

DN

Terms and Conditions Applicable to all BlackBerry Service Plans

- 1. Termination fees apply to all *BlackBerry*® customers, including National and Regional customers (even if the service is changing from a *BlackBerry* data plan to a PDA/smartphone data plan or to a Wireless Modem data plan).
- 2. If a Customer terminates the Service used in conjunction with their *BlackBerry* wireless device, their device will not function on SaskTel's network if that Customer only has a voice only wireless service contract with SaskTel.

Terms and Conditions Applicable to all BlackBerry and Smartphone with Features Plans

- 1. A postpaid wireless voice plan is required.
- 2. The features included in the \$25 *BlackBerry* Email and IM with Features, the \$25 *BlackBerry* Social with Features, and the \$40 *BlackBerry*/Smartphone Internet, Email and IM with Features plans are Call Display, Enhanced Voice Mail, and Unlimited Text Messaging. Substitution of other features for the included features is not allowed. Additional calling features are available at standard rates.
- 3. Customers can opt out of single features within the \$25 or \$40 plans with Features. However, Customers who do choose to opt out of features will still be required to pay the standard monthly rate for their selected plan.
- 4. Customers on these plans are not eligible for the three months of unlimited data promotion.
- 5. Tethered Data is available upon request.
- 6. Regular data roaming charges apply when a *BlackBerry* or smartphone is used outside of Canada. U.S. Roaming is \$10/MB.

BlackBerry is a trademark of Research In Motion Limited used under license.

Page 612 2nd Revision

Effective Date: August 27, 2010

F SaskTel Wireless Data Service Plans Terms and Conditions - Continued Terms and Conditions Applicable to all Unlimited BlackBerry with Features Plans 1. Internet access is not available with the \$15 *BlackBerry*® plan. F 2. The \$25 BlackBerry Social with Features Plan allows access to MySpaceTM and F FacebookTM only. E-mail access and browsing outside of these two web-sites is not available with this plan. 3. These plans are not available with *BlackBerry* Enterprise Server. F 4. These plans include personal e-mail and instant messaging (with *BlackBerry* F Messenger service only). **Exception**: The \$25 *BlackBerry* Social with Features Plan does not F include e-mail access. A variety of instant messaging applications are accessible with this plan. Refer to www.sasktel.com for further details.

Terms and Conditions Applicable to the Smartphone Unlimited Internet, E-mail, and IM with Features Plan

 SaskTel's Smartphone Unlimited Internet, E-mail and IM with Features plan is only available in conjunction with select smartphones as determined by SaskTel from time to time.

End

S Page 613 Original Effective Date: August 27, 2010

S Page 614 Original Effective Date: August 27, 2010

Page 615 Original Effective Date: August 27, 2010

Page 616 Original Effective Date: August 27, 2010