

## General

These terms and conditions set out the basis upon which the WINDtab may be extended to you. When we refer in these terms and conditions to “Services”, we mean the mobile voice, data and related services we provide to you. When we say “we”, “us”, “WIND” or “WIND Mobile”, it means Globalive Wireless Management Corp., operating as WIND Mobile, and when we say “you”, it means you, our customer, the individual person bound by WIND’S terms of service (which you can see at any time at [www.WINDmobile.ca](http://www.WINDmobile.ca)). Finally, when we refer to a “line”, it means an IMSI (number) assigned by WIND to you to enable you to use Services in connection with a wireless device. By using a WINDtab to reduce the amount that you pay for one or more of our phones or data sticks, you acknowledge receipt of, and agree to accept and abide by, these terms and conditions as revised from time to time, including any additional terms we refer to below. If you do not agree with any of these terms and conditions, do not use a WINDtab to reduce the amount that you pay for your phone(s) or data stick(s). You can always purchase a phone or data stick from us by paying the full retail price. From and after the effective date of these terms and conditions, we will only be offering the WINDtab program (and not the WINDtab+ program) to customers purchasing new devices. Nonetheless, these terms and conditions set out the basis upon which the WINDtab+ program will continue to be offered to customers with existing WINDtab+ balances as of the date hereof. For the purposes hereof, all references to WINDtab include WINDtab+ unless otherwise specified.

## Eligibility

To be eligible to run a WINDtab, you must be a Pay After customer of WIND and you must have passed our credit check. This means that you must have purchased and activated a new WIND handset on or after the date upon which we launch the WINDtab program. If you are an existing Pay After customer and want to purchase a new device with a WINDtab, you may do so but must comply with paragraph 8 below. By taking the WINDtab, you represent that you are eligible to run a WINDtab. WINDtab is available only through WIND’s corporate stores and through participating WIND dealers and third party retailers. To find a WIND corporate store or a participating WIND dealer or third party retailer, go to [WINDmobile.ca](http://WINDmobile.ca). No more than one phone or data stick per line will be eligible to be purchased using the WINDtab.

## How it works

Eligible customers purchasing a new WIND phone or data stick from us can elect to run a WINDtab. If you are an eligible customer and elect to run a WINDtab, you can put all or a portion of the retail price of the phone or data stick on your WINDtab balance and then pay us only any remaining portion of the retail price (with tax) on the day you activate. The amount of the retail price of the phone or data stick that you can put on your WINDtab balance will vary from time to time depending on the device and plan that you select. Each month after you’ve opened your WINDtab, we will apply 10% of all payments that you make to us in connection with your account (excluding taxes and late payment charges) to reduce the balance of your WINDtab. Make sense? In other words, when you purchase your handset, we will tell you the full retail price of the handset and will tell you how much of that full retail price you can put on your WINDtab balance. This amount may vary depending on the plan you select. If the amount you choose to apply to your WINDtab is \$200 and you want to buy a \$300 phone, you could take \$200 off the price of your phone when you join WIND and apply that amount to your WINDtab. You would then pay \$100 for your phone at the time of your purchase and the initial balance of your WINDtab would be \$200. If you purchased two new phones or data sticks for two lines with WIND and took \$200 off the price of each of your phones or data sticks, then the initial balance of your WINDtab would be \$400. Each month, we would apply 10% of your bill payments (other than payments for taxes and late payment charges) to reduce the amount of your WINDtab from the initial balance. Your WINDtab can only be used by you, our account holder, and only one WINDtab can be established for each line that you activate with WIND.

## Pay-off Promise

If you are eligible for WIND’S Pay-off Promise, WIND will clear any remaining WINDtab balance on your account for any given device after you’ve made 36 payments that have been applied against your WINDtab balance. In other words, we will clear your WINDtab balance for the applicable device if your account has been paid and kept in good standing for 37 consecutive months. When we say “WIND will clear any remaining WINDtab balance”, we mean that WIND will credit your WINDtab for an amount which will reduce your WINDtab balance to zero. For clarity, we will honour the Pay-Off Promise for both WINDtab and WINDtab+ customers even though we may not have offered the Pay-Off Promise when you first purchased your device using our WINDtab or WINDtab+ program.

## **You Leaving Us**

As a WIND customer, you always have the right to terminate the provision of Services at any time and you can repay your WINDtab at any time. When we hear from you WINDtab Terms and Conditions page 3 (or your new wireless service provider) that you want to leave us, you are obligated to pay us for the outstanding portion of your WINDtab. You can keep the phone or data stick. If you want to terminate the provision of Services for some but not all lines on your account, you may do so, but will be required to repay the WINDtab for the terminated lines. We will continue to apply 10% of your bill payments (other than payments for taxes and late payment charges) to reduce the total WINDtab on the remaining lines as applicable until you terminate the provision of Services for the last line in respect of which you have a WINDtab balance, at which point, you must pay us for the outstanding balance of your WINDtab. If you return the handset or data stick to us in accordance with our returns policy and do not take a replacement handset or data stick, we will reset your WINDtab balance for that handset or data stick to \$0. Our returns policy is posted at WINDmobile.ca and is summarized on your invoice.

## **Us Leaving You**

Our terms of service give us the right to suspend and/or terminate the provision of Services to you in certain circumstances (you can see our Terms of Service at [www.WINDmobile.ca](http://www.WINDmobile.ca)). If we suspend or terminate the provision of Services to you, you may, at our discretion, be required to repay the outstanding balances of your WINDtab and if you fail to do so by the due date specified on your invoice, we have the right to charge interest on the outstanding balance(s) of the WINDtab at the rate of 2% per month (26.82% per year) or the rate set out on the invoice. We may also charge you for reasonable administrative and/or collection costs that we incur.

## **You Changing Your Plan**

All of our plans are eligible for WINDtab, but the amount that you may put onto your WINDtab will vary depending on the plan you select. If you have activated a plan with a WINDtab and later want to switch to another WIND plan, if that new plan is one for which a lower value of WINDtab is available with your handset than the current balance of your WINDtab, you must pay any difference between your WINDtab balance at the date of the plan switch and the value of the WINDtab available on that date for your handset and the new plan.

## **You Upgrading Your Device**

If you are an existing Pay After customer and want to purchase a new device and you want to run a WINDtab for the new device, you may do so if: (i) you meet the eligibility requirements described above for the WINDtab; (ii) twelve months or more have elapsed since you purchased your other device using a WINDtab; and (iii) at the time of purchasing your new device, you have agreed to repay any outstanding WINDtab for your other device. The 37 month period described in paragraph 4 above entitled Payoff Promise will commence when you purchase your new handset.

## **Tracking Your WINDtab or WINDtab+**

If we have credited you with a reduction in your WINDtab balance for any given month but we subsequently discover that you were charged an incorrect amount for that month and we refund your payment or if your payment is rejected by your financial institution, we will adjust your WINDtab balance up or down as needed to reflect the appropriate amount. If you have concerns regarding your WINDtab balance at any time, contact us through our call centre. We'd love to hear from you. Your WINDtab balance will appear on your electronic or paper invoice as applicable. If you return your phone or data stick in accordance with our returns policy and your WINDtab balance is reset, your new balance will appear on the paper receipt you receive on the day you make the return.

## **Trade-Marks**

The "WINDtab", "WIND", "WIND Mobile" and "Globalive" names and logos and other words, titles, phrases, marks, logos, icons, graphics used by us are our trademarks or are used by us under license, are protected by law and may not be used, copied, imitated or used in whole or in part without our or our licensors' prior written consent. The "WIND" and "WIND Mobile" names and logos are trademarks of WIND Telecomunicazioni SpA and are used by us under license.

## **Changes to the Tab Terms**

We reserve the right to withdraw or change the terms and conditions applicable to our WINDtab program at any time, but will provide you with 30 days prior written notice if we change the terms and conditions in any manner that will affect you. If we terminate the program and/or these terms and conditions at any time, we will still honour these terms and conditions as they relate to your WINDtab. If we change these terms and conditions at any time while you have an outstanding balance on your WINDtab, we will not change the fact that we apply 10% of your payments to us (before taxes, credits and late payment charges) to repay your outstanding balance and we will not require that you pay out your WINDtab except as otherwise described in these terms and conditions.

## **Governing Law**

You agree that, to the fullest extent permitted by law, these terms and conditions will be governed exclusively by the laws of the province of Ontario. These terms and conditions are effective April 1st, 2013.