

SERVICE TERMS AND CONDITIONS

What are the Kini 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 Kini 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 Kini Mobile customer who is responsible for the account;
- "We", "us" and "our" refers to Kin Innovation Canada Inc. and TELUS Communications Inc. ("TELUS"), as applicable;
- "Kini Mobile" refers to the Service of TELUS which is marketed by Kin Innovation.Canada Inc.
- "Device" means any type of wireless telecommunications device that you use to access Kini Mobile service including mobile phones, tablets, Internet keys and more.
- "Month" means the thirty-day period from the purchase of a rate plan to the expiry of service on that rate plan, and does not vary with the length of calendar months; and
- "Service" means the wireless voice and data services that TELUS provides within the TELUS mobility coverage area, and includes wi-fi Internet access service where available through TELUS' wireless network access points.

Who is Kini Mobile?

In accordance with these Service Terms, Kini Mobile prepaid wireless telecommunications services are provided by or through TELUS Communications Inc. (TELUS), a Canadian wireless mobility carrier. These service terms and conditions form a binding contract between you, as the user, and TELUS, as the service provider of the Service. Kini Mobile manages the provision of the Service to you on behalf of TELUS. Kini Mobile is a trade- mark of Kini Mobile, used by TELUS under license.

How does our prepaid Service work?

- With prepaid service, you purchase service credits in advance. You can apply your credits to pay for a rate plan, and then you can add voice or data add-ons if you have enough credits.
- A Kini Mobile-issued subscriber identity module card ("SIM Card") is required to connect your Device to the TELUS network.
- Prepaid service credits are valid for as long as you have a rate plan on the account. Rate plans will expire on the same date of every calendar month, and will be renewed subject to the availability of sufficient balance in the account. Unused credits for prepaid services will carry over if you top up your account with additional credits and purchase a rate plan within ninety days after the expiry of previous plan.
- Add-ons provide access to local voice minutes or data transmission services. The rates and conditions at the time of purchase will apply. Current rates and conditions are available at <https://www.kinimobile.com>.
- Prepaid service credits are non-refundable. After ninety days with no active rate plan, your account will be automatically deactivated.

Can the terms of Service change?

Yes, we have the right to change any of the terms of service at <https://www.kinimobile.com>, including rates, without notice. By purchasing service after a change is posted, including by continuing to top up your account, you accept the current terms of service. You can cancel service at any time, without penalty or cancellation fees.

Your Mobile Services

What limits apply to my Service?

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

- Resell 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 Kini Mobile or TELUS customers or the service;
- Copy or change the identification functions of the service or your device, or permit anyone other than a Kini Mobile or TELUS authorized person to do so;
- Threaten, abuse or harass any Kini Mobile or TELUS customer representative;
- Use a device that has been reported lost or stolen to any wireless service provider;
- Engage in any activity on TELUS or partner networks that is seen as excessive or malicious, as solely determined by TELUS.

Where will I have coverage?

Our 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.

Can I stay connected when I travel outside of Canada?

Roaming service on the prepaid platform is available only in places where TELUS has roaming agreements with other telecommunications companies that have compatible network technology and within their coverage areas. There may also be times when you are charged for roaming while still within TELUS 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.

When you are roaming, you will be connected using the services of another wireless service provider. As a result, you will be responsible for all applicable charges, and are subject to the terms and conditions of the service as imposed by that other provider (these may include limitations of liability and possibly the provision of unwanted services and content). Please keep in mind that special numbers for emergency services and operator assistance may vary by country so dialling 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 Services always work in TELUS coverage areas?

We monitor our networks to keep them running continuously. However, there are times when TELUS must temporarily suspend or restrict the service to maintain, restore or repair the network. Also, to ensure fair network access to all users, TELUS 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 TELUS' network management practices please see <https://mobility.telus.com/optimization>.

In addition, service failure or interruptions can occur due to events beyond our 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 or 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, location, 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 Kini Mobile and choose not to take your phone number with you, we have the right to assign your number to another customer.

Your wireless device(s)**Can I use any device with my Service?**

Although TELUS' 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 our standards to access our service and operate properly with our service. Such standards may change from time to time at our sole discretion and you are responsible for updating your device and software as necessary to meet these standards. We may also remotely update and 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 account**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 Kini Mobile and/or TELUS in connection with the use of our service or of any device on your account, you will indemnify Kini Mobile and/or TELUS against any loss or expense that Kini Mobile and /or TELUS may incur, including any judgment made against us.

How is user content managed?

The internet can be used to spread viruses and other malicious content. TELUS, as your network service provider, has the right, but not obligation, to monitor or log any internet site or use of the service. This allows us to enhance operating efficiencies and to protect us and our 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 us and our 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 is content kept on my account?

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

How 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. Voice calls are charged on a per minute basis and 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 or roaming, based onto your rate plan.

Data

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

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

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

Warranties

Are there any warranties on my Service?

Since wireless telecommunications are delivered by radio waves, they are subject to factors that cannot reasonably be controlled. For this reason, neither TELUS nor Kini Mobile guarantees timely, secure, error-free or uninterrupted service or that you will always receive your messages or data. To the extent permitted by law, legal warranties and conditions (implied or statutory) do not apply to the Service.

What limitations apply to any claim made against us?

Neither TELUS nor Kini Mobile is responsible for:

1. Libel, slander, defamation or the infringement of copyright from material or messages transmitted from your property or premises or recorded by your equipment or our equipment;
2. Damages arising out of your act, default, neglect or omission in the use or operation of equipment provided by us;
3. Damages arising out of the transmission of material or messages over our networks on your behalf, which is in any way unlawful; or
4. 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 equipment controlled by you.

To the fullest extent permitted by law, neither Kini Mobile nor TELUS will be liable to you or to any other person for any damages or expenses (including loss or 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 Kini Mobile and/or TELUS results in physical injury, death or damage to your property or premises, is limited to twenty dollars.

None of the limitation of liability stated above apply in cases of deliberate fault, gross negligence or anti-competitive conduct on the part of Kini Mobile and/or TELUS or in case of breach of contract where the breach results from our gross negligence.

Your Privacy

How is my privacy protected?

Your privacy is important to both Kini Mobile and TELUS. We have a long-standing policy of protecting the privacy of our customers in all of our business operations. Our respective Privacy Policies set 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 Kini Mobile Privacy Policy available at <https://www.kinimobile.com/> and the TELUS Privacy Policy available at <https://www.telus.com/en/about/privacy>.

Ending your Services

Can I cancel my Service at any time?

Yes. To cancel your service, contact Kini Mobile with the date you want the cancellation to be effective.

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 Kini Mobile or TELUS cancel my Service?

We 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 Kini Mobile reasonably believes that either may occur). We may also suspend or cancel your service for any reason, upon 30 days' notice to you. Upon suspension or cancellation, we will have no obligation to maintain any voicemail, messages, contact information or other content related to your use of the Service and you agree all such messages, information and content may be deleted immediately without notice to you.

CCTS

Do you have a complaint regarding your telecommunications service that we haven't been able to resolve? The Commissioner for Complaints for Telecommunications Services (CCTS) may be able to assist you: <https://www.ccts-cprst.ca> or 1-888-221-1687.

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