

Koodo Service Terms

What are the Koodo Service Terms?

Updated: November 15, 2023

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 Koodo 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" refer to the Koodo customer who is responsible for the account;
- "We," "us" and "our" refer to the mobility division of Koodo (a registered business name of TELUS Communications Inc.);
- "Device" means any type of wireless telecommunications device that you use to access the Koodo service, including mobile phones, tablets, smartwatches, Internet keys and more;
- "Service" means the wireless voice and data services that Koodo provides within the Koodo mobility coverage area, and includes wi fi Internet access service where available through Koodo's wireless network access points; and
- "Service period" means the term commitment as indicated on your Agreement.

These Service Terms work together with your customer service agreement, if applicable, to form your complete agreement ("Agreement") with us.

Can the terms of service change?

Koodo 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 through Koodo Self Serve, on the koodo.com website, bill message, email or text message. By purchasing Service after a change has been made, you accept the change.

If you refuse any changes, your remedy is to cancel the impacted Service or Agreement.

FOR QUEBEC RESIDENTS ONLY:

We 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 through Kodo Self Serve, on the kodo.com website, bill message, 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 Kodo's consent in advance. You will remain responsible for the use of the service until the transfer is made. Kodo 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.

Who is responsible for complying with the Kodo Service Terms?

On a Kodo account with multiple users, both the account owner and the actual user of the service are responsible for complying with the Service Terms.

Can any of these Service Terms be void?

It is possible for one or more of the Service Terms to be or become void, prohibited or unenforceable (for example, as a result of a new interpretation of the law). In this case, the particular service term(s) will not apply, but the remaining terms will continue to be binding for both you and Kodo.

Your Kodo Services

What limits apply to my use of the Kodo service?

You can only use Kodo 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 Koodo customers or the service;
- Copy or change the identification functions of the service or your device, or permit anyone other than a Koodo authorized person to do so;
- Threaten, abuse or harass any Koodo Customer Service Rep;
- Use a device that has been reported lost or stolen to any wireless service provider.
- Direct calls into a local exchange carrier area for the purposes of generating fees for the local exchange carrier.

A tablet plan may only be used with a tablet device, and requires that you maintain a Koodo mobile phone plan. If these conditions are not met, Koodo may terminate your tablet plan in accordance with the Service Terms.

Where will I have coverage?

Koodo service covers almost all of the populated areas in Canada and gives you access to extensive roaming coverage worldwide. 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 services are available on compatible network technology and are provided when you are outside of Canada in places where Koodo 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 Koodo 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). To check the network availability and rates in different countries, visit koodomobile.com/travelling. 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 Kodo services always work in Kodo coverage areas?

We monitor our networks to keep them running continuously. However, there are times when Kodo must temporarily suspend or restrict the service to maintain, restore or repair the network. Also, to ensure fair network access to all users, Kodo 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 Kodo's network management practices please see koodomobile.com/wireless-video-experience-optimization.

In addition, service failures or interruptions can occur due to events beyond Kodo'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, 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. This means that if you leave Koodo 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 group or private direct-connect number, IP address, network equipment identifier, domain name, email address or other identifier assigned by Koodo. We may, after giving you at least thirty days' notice, change any such numbers without liability.

What do I need to know if I am on Koodo Prepaid?

Rates for prepaid service may change without notice. You can get service by using your prepaid service credits to purchase a base plan. Base plans expire after thirty days or up to one year depending on the plan you selected, but renew automatically if you have sufficient credits on your account. Service is suspended if you do not have an active base plan. You can change base plans at any time, but will not receive any credits for the unused days of the previous base plan. Boosters are available for additional minutes or data with an active base plan, and do not expire until service is cancelled. After ninety days without an active base plan, service is cancelled and you will lose your number. Upon cancellation of service, you will not receive credit for any remaining booster minutes or data. Prepaid service credits are non-refundable and are not reimbursed if service is cancelled. You can check your balance at koodo.com/selfserve. Koodo provides you with the tools you need to manage your spending. Koodo 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 or at koodo.com/selfserve, to accept additional charges immediately.

You decide for each user whether they are authorized to accept additional charges, including data or talk options beyond the user's rate plan.

If the phone user does not have authority, they can contact an authorized user on the account for permission or they can have the authorized user add more data or minutes to that phone, which can be done online at kodo.com/selfserve. The additional charges will be the current rate for a one-time data or talk add-on the user chooses.

Do I need to pay a deposit to use my Kodo services?

We may require a security deposit or apply a spending limit on your account because of a credit check or your payment history. If you keep your account active and current for twelve consecutive months, this deposit will be returned to you as a bill credit. If you cancel your Kodo account, we will refund the deposit, minus any amount that you may owe (which may include late payment and cancellation charges).

Kodo may apply the deposit at any time to amounts that you owe for your mobility services, under this Agreement or any other service agreement you have with us. If your deposit is used to pay an overdue account, we will send you a notice informing you of the payment. You must then replenish the deposit and we will give you ten days to do so from the date indicated on the notice.

Your wireless device(s)

Can I use any device with my Kodo service?

Although Kodo 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 Kodo 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 be able to access the Service and your only remedy will be to cancel the Service. Kodo 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 is ineligible for Service.

Your Kodo 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 Koodo in connection with the use of our service or of any device on your account, you will indemnify Koodo against any loss or expense that Koodo may incur, including any judgment made against us.

How does Koodo manage user content?

The Internet can be used to spread viruses and other malicious content. Koodo has the right, but not the obligation, to monitor or log any Koodo Internet site or use of the service. This allows us to enhance operating efficiencies and to protect Koodo 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 on the Internet using the service, you grant Koodo and Koodo's service providers a worldwide, royalty-free, unrestricted licence to use, copy, adapt, transmit, display, communicate and create compilations and derivative works from this content.

How long does Koodo keep content on my account?

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

Your Koodo bill

What is included on my monthly bill?

Your bill can include charges for voice calls (including long distance), messaging, data use and purchases that you are entitled to charge to your Koodo account. Your chosen rate plans and features are billed one month in advance. All usage that exceeds the limits of your rate plan or features is billed on a subsequent bill. You may also see other fees for administrative services, such as bill reprints that you request.

The following explains what is covered under "voice calls" and "data" on your bill:

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 unless your rate plan or feature states otherwise.

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 may include the local minutes of your plan and may result in charges for the local airtime minutes that exceed your rate plan or features. 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

Koodo advertises all our data rates in megabytes or gigabytes. To accurately charge you for your data usage, all usage within Canada and the United States is calculated and billed by kilobytes per session (1024 KB =1 MB). When roaming outside of Canada and the United States, each data session is rounded to units of 20 kilobytes per session. Data rates and billing may vary depending on your selected rate plan and features.

Purchases

Any purchases you make from a third party and charge to your Koodo account are subject to the terms and conditions imposed by that third party. Koodo only provides a means of payment and does not accept any responsibility for the product or service provided.

How can I pay third party purchases on my Koodo bill?

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

third party. Kodo may, from time to time, facilitate cancellation of third party services through Kodo Self Serve. If this is available, Kodo will communicate this to you.

Any purchases you make from a third party and charge to your Kodo account are subject to the terms and conditions imposed by that third party. Kodo only provides a means of payment, and does not accept any responsibility 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. Kodo will pay the third party on your behalf and you must then reimburse Kodo for the entire amount of the charge in the month that it appears on your bill, without interest.

How are rate plans and features charged?

Recurring rate plan and feature charges are billed one month in advance, so your monthly bill will have rate plan and feature charges for the next month. If you change your rate plan or features during your billing cycle, the corresponding charges will be applied for the portion of the month during which the new rate plan or feature was active on your account. The recurring monthly charge for the next month will also appear on your bill for the new rate plan or feature.

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 without prior notice.

How is extra usage charged?

Pay-per-use rates apply to Services that you use on a per-usage basis. If you make a change during your billing cycle that affects the applicable pay-per-use rates, the new rate will apply from the date that you make the change.

When and how will I receive my bill?

You will receive your monthly bill either by mail or online. All amounts owing to Kodo are due on:

- The day you receive your bill if you get a Kodo paper bill; or

- The day your bill is posted online if you get an electronic bill (e-Bill). You can register for e-Bill notifications in order to receive an email or text message informing you that your bill has been posted online.

Your bill tells you how much to pay and when that payment must reach Koodo to avoid late payment charges.

What if I don't pay my bill in time?

If your payment is not received by the date indicated on your bill, a late payment charge will apply. Late payment charges are three percent per month (42.58% per year) on your total unpaid amount. For Quebec residents, late payment charges are 2% per month (26.82% per year).

What charges apply if my payment is returned and marked unpaid?

Payments returned due to insufficient or unavailable funds in your chequing account are subject to the return payment fee specified on your bill or at koodomobile.com/onetimecharges.

What if I do not understand or disagree with a charge on my bill?

To ensure that you have time to confirm that the charges on your bill are correct, we give you thirty days from the date you receive your bill to review your charges and contact Koodo with any dispute. After the thirty days, all amounts appearing on your bill are deemed to be valid.

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

If you choose pre-authorized payments, we will automatically withdraw the amount owing to Koodo each month from your credit card or bank account. Koodo will not send you a notice in advance of the amount and date of the debits from your account, although you will continue to receive a bill for your records.

Do I still have to pay my bill if my device is lost or stolen?

If your device is lost or stolen, please contact Koodo immediately. You will continue to be responsible for the use of your device until you notify us. Following notification of the loss or theft, you will no longer be responsible for usage charges. However, you will remain responsible for all regular recurring charges, such as your rate plan fee.

Your warranties

Are there any warranties on my Koodo service?

Since wireless telecommunications are delivered by radio waves, they are subject to factors that cannot reasonably be controlled. For this reason, Koodo 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, legal warranties and conditions (implied or statutory) do not apply to the service.

Are there any warranties on the device that I bought from Koodo?

Your device is subject to the manufacturer's warranty, which is included in the package that came with your device. Please review the terms of the manufacturer's warranty to understand the protection it provides and the actions that may void your warranty.

What limitations apply to any claim made against Koodo?

Koodo is not responsible for:

- 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 Koodo's equipment;
- Damages arising out of your act, default, neglect or omission in the use or operation of equipment provided by Koodo;
- Damages arising out of the transmission of material or messages over the Koodo network on your behalf, which is in any way unlawful; or
- 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.
- Any unauthorized changes to your account or device, or the use of your account or device by others to authenticate, access, use or make changes to a third-party account, such as a financial, social media or cryptocurrency account, including changing passwords or transferring or withdrawing funds.

To the fullest extent permitted by law, Koodo 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 Koodo 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 Koodo or in cases of breach of contract where the breach results from our gross negligence.

Your Privacy

How does Koodo protect my privacy?

Your privacy is important to Koodo. We have a long-standing policy of protecting the privacy of our customers in all of our business operations. The Koodo 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 more information, please reference the Koodo privacy policy available at: <https://www.koodomobile.com/en/privacy>

Ending your services with Koodo

If I have a term contract with Koodo, is my service automatically cancelled at the end of the service period?

No. Your service will continue on a month-to-month basis, until you notify Koodo that you wish to cancel service or renew your Agreement. The terms and conditions of your Agreement, including all rates and charges, will apply to your month-to-month service. Promotional features, offered free or at a reduced rate during your service period, will not be automatically renewed with month-to-month service.

Can I cancel my service at any time?

Yes. To cancel your service, contact Koodo with the date you want the cancellation to be effective. Cancellation fees may apply.

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 Koodo cancel my service?

Koodo may suspend or cancel your service if you have not complied with the terms of this Agreement or any other service agreement you have with us (or if Koodo reasonably believes that either may occur). While your service is suspended, you remain responsible for all regularly recurring charges. You will also be charged a reconnection fee as specified on your bill to reconnect a suspended service. Koodo may also suspend or cancel service in order to install, maintain, test, repair, remove, replace, modify, upgrade or improve the operation of the Services or the network. Upon suspension or cancellation, Koodo 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.

What charges am I responsible for when my service ends with Koodo?

If you cancel your service or if Koodo cancels it for any reason, you remain responsible for your Koodo Tab (subject to any applicable adjustments), remaining Tab Bonus balance and for all amounts chargeable to your account up to the time the service is cancelled. Any recurring charges that were billed at the beginning of your billing cycle will be partially refunded so that you are only charged for the portion of the month in which your service was active.

For business customers

What do I need to do to make a claim?

If you are a business customer, any claim that you have against us, or that we have against you, relating to the services or this agreement must be referred to private and confidential arbitration before a single arbitrator, under the rules of the ADR Institute of Canada. This paragraph does not apply to collection of any amounts that you may owe to Koodo or to your rights to make a complaint

to any administrative authority that has jurisdiction over Koodo or the services. Notice to arbitrate a claim should be sent to TELUS, 510 West Georgia Street, 7th Floor, Vancouver, B.C., V6B 0M3, Attention: General Counsel, with a copy via email to legalnotice@telus.com