

1. Agreement

(a) The services (“Services”) covered by these Terms of Service (defined below) are the mobile voice, data and related services we provide to you. In these Terms of Service, 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 that will be responsible for the use of and payment for the Services.

(b) By activating the Services, whether through the internet, at a WIND branded store or through our call centre, you acknowledge receipt of, and agree to accept and abide by, these terms and conditions, including any additional terms we refer to below, as revised from time to time (collectively the “Terms of Service”). If you do not agree with any of the Terms of Service, do not activate the Services. Instead, contact us through our call centre, a WIND branded store or the original point of purchase (if you purchased through an authorized retailer) to arrange for the return of any equipment you have purchased.

(c) If you do not activate the Services within 30 days of signing up, your account with us will be suspended and you will need to contact our call centre in order to re-activate the Services. If you do not activate the Services within 90 days, we reserve the right to reallocate the telephone number that had been reserved for you.

2. Changes to the Terms of Service

We may change these Terms of Service, the Services and our fees and rates at any time from time to time by posting revisions to our website at <http://www.windmobile.ca/>. We may also put a note on your invoice, or send you a text message or e-mail to let you know that a revision is available on our

website. If you do not agree with any change to these Terms of Service, the Services and our rates and fees, you're not locked in - contact us immediately to terminate the Services. If you don't terminate the Services before the revision comes into effect, your continued use of the Services means you agree to the revision as posted to our website.

3. Services

(a) We will provide the Services to you in accordance with these Terms of Service, starting from the time you activate the Services. The Services will only be provided in geographic areas covered by our network or by our third party service providers. Additional charges may apply for use of Services outside of your home zone.

(b) The Services may be available outside of Canada through third party service providers with whom we have roaming agreements and who have compatible technology. You may review a list of countries covered by roaming on our website. You must activate international roaming through our website, our call centre or visiting a WIND branded store before you use it. We suggest you do this before you leave our coverage areas. You may activate roaming at any time and will only be charged when you actually use it so you don't have to worry about activating it too soon. We reserve the right to decline activation of roaming or make your use of roaming subject to caps, limitations or restrictions. N11 numbers (such as 411 and 911), other special service and toll-free numbers may not operate properly when roaming outside of Canada. You are responsible for confirming correct numbers and for any connections, charges or liability incurred by accessing special service numbers while roaming.

(c) Some of our Services are offered or described as being "unlimited" in nature. This is subject, at all times, to reasonable usage limits for personal use by an individual. If we determine, in our sole discretion, that your usage is excessive or unreasonable, we reserve the right to limit or restrict your usage or to terminate your subscription to either the unlimited offering or the Services generally and to refuse to provide you Services thereafter. We will use reasonable efforts to notify you if we decide to take such actions, but also reserve the right to do so without notice.

(d) Certain Services, including without limitation roaming, internet access and messaging services, will be subject to additional terms and conditions or will require you to use or download software which is subject to other terms and conditions. You agree to review and be bound by all such terms and conditions as a condition of your use of such Services or software.

(e) Materials that you access on the internet or that you otherwise download or retrieve from third parties through the Services are provided by others and do not form part of the Services. You agree that you are solely responsible for your access, downloading or retrieval of such materials and acknowledge that you may incur charges in doing so. We have no obligation or liability to you regarding such materials.

(f) You grant us a worldwide, sub-licensable, transferable and non-exclusive license, without compensation, reimbursement or any other payment, to transmit, copy, modify, adapt, display, perform, distribute and publish any content you choose to create, transmit, publish or otherwise communicate using the Services, as reasonably required by us and our third party service providers to provide the Services to you.

(g) Subject to applicable law, including your rights to transfer the telephone number we assign to you (or which you had transferred for use with our Services) to another carrier, all telephone numbers, IP addresses, e-mail addresses, domains and other communication numbers or addresses remain our property. We reserve the right to change or replace any such domains, numbers or addresses upon 30 days' notice without any liability to you and the right to reassign any such domains, numbers or addresses to another customer upon termination of Services.

(h) You may ask us to transfer a telephone number from your current service provider for use with our Services. By doing so, you represent and warrant that:

- (i) you are authorized to request the transfer of the telephone number that you have provided to us; and
- (ii) you are the listed account holder for invoicing purposes with your current service provider. You also agree to provide us with:
 - (i) the name you used with your current service provider for invoicing purposes (if different from the one you have provided us for your account with us);
 - (ii) the name of your current service provider;
 - (iii) the account number with your current service provider;
 - (iv) the telephone number(s) that you wish to transfer to us;
 - (v) any other information reasonably required by us to facilitate the transfer; and
 - (vi) a completed and signed request form if required to facilitate the transfer.

You agree that we may share this information with your current service provider or other third party service providers as required in order to facilitate the transfer. You acknowledge that once the transfer is completed, you will no longer be able to use the specified telephone number with your existing service provider, and will only be able to do so in conjunction with our Services. You also acknowledge that such a transfer will only transfer the specified telephone number, and not any of the services, content or other addresses that were provided through your existing service provider. Delays in the processing of the transfer may delay your ability to activate the Services and use the number being transferred to us.

(i) The availability, access and quality of the Services may be impacted by things outside of our reasonable control, such as, without limitation, the weather or unforeseen faults or malfunctions (including failures of our equipment or your handset.) In addition, there may be disruptions to the Services due to upgrades, maintenance or other work, or governmental, regulatory or emergency service prioritizations or restrictions. We and our third party service providers will not be liable to you in any manner for such events or disruptions or for any failure to perform any of our obligations under these Terms of Service due to anything beyond our or their control, including, but not limited to, acts of God, war, acts of terrorism, government actions or failures by other suppliers or operators.

(j) We and our third party service providers may make changes to the Services, cancel, suspend, limit, block or restrict Services or change coverage areas or change roaming arrangements from time to time in our and their discretion and without notice to you.

4. Prohibitions and Restrictions

(a) You may only use the Services for your own individual, personal and non-commercial purposes. You may not share, assign, transfer, distribute, sell, resell, give or otherwise exploit the Services for any commercial purpose in any manner whatsoever. You may not make the Services available for use by any other person.

(b) You agree not to: (i) alter any of the equipment or software that you use to access the Services; (ii) use the Services for any unlawful purpose or in any unlawful manner, or in any manner which is otherwise contrary to or violates any law, regulation or the rights of any third party; (iii) do anything to damage, disable, overburden, impair or otherwise adversely affect, as we determine in our sole discretion, the Services or any data, software, networks or equipment used to

provide the Services; (iv) circumvent, disable or interfere with the security of, or otherwise abuse, the Services or any of the data, software, networks or equipment used to provide the Services, including any security features or functionality; (v) use excessive capacity, bandwidth or resources or disrupt or interfere with any other person's use or enjoyment of the Services; (vi) use another person's subscriber identity module (or "SIM") card, e-mail address, password, personal identification number or other device or information without that person's and our prior written authorization, create or use a false identity, impersonate any person or otherwise misrepresent your identity; (vii) attempt to obtain unauthorized access to the Services or portions of the Services to which you have not subscribed or are restricted from accessing; or (viii) harass, abuse or threaten any of our employees or representatives.

(c) You agree not to use the Services to send, transmit or relay: (i) anything (including without limitation viruses and trojan horses) which is intended to, is likely to or has the effect of disabling, denying access to, damaging or destroying, corrupting or affecting the normal use of the Services, or any data, software, networks or equipment used to provide the Services; (ii) any material that is or is reasonably likely to be construed as deceptive, fraudulent, libellous, defamatory, threatening, intimidating, abusive, harassing, violent, hateful, degrading, obscene, pornographic, profane, harmful or injurious to individuals, tortious or that may otherwise result in criminal, regulatory or civil liability; (iii) any material that violates any agreement, intellectual property rights, moral rights, publicity rights, privacy rights, fiduciary obligations or other rights of a third party; (iv) spam, chain letters, junk mail or any other type of commercial solicitation or unsolicited mass e-mail or messaging; or (v) any material that contravenes any notice or guideline posted by us on our website from time to time.

(d) We reserve the right to limit, restrict or block the use of certain third party applications, as determined from time to time in our discretion and without notice.

5. You Leaving Us

You can terminate the provision of Services at any time by contacting our call centre. If you have your number transferred to another service provider, we will treat that as your decision to terminate the provision of Services. We will cease providing the Services within 48 hours of receiving your instructions to terminate. You agree to pay to us all charges that you've incurred up to the date we stop providing the Services, including for any Services provided or for any equipment that you've purchased. Any monthly fees will be pro-rated up to the date we stop providing the Services.

6. Us Leaving You

We can either suspend or terminate the provision of Services to you, without notice or further liability, as set forth in these Terms of Service or if we determine, in our sole discretion, that you have breached or will likely breach any of these Terms of Service, including failure to pay your invoice on time, or otherwise in our sole discretion. If we do terminate the provision of Services, we also reserve the right to refuse you as a customer, in our sole discretion, if you attempt to subscribe to our Services subsequently.

7. Handsets, Equipment and SIM Cards

(a) You must use equipment that is either supplied through us or one of our authorized retailers, or that is otherwise approved by us in writing, in order to use the Services.

(b) SIM cards are provided to you only for your use of the Services. You may not use your SIM card for any other purpose. We retain ownership of SIM cards, which you must return to us or destroy, if and when we ask you to or upon termination of the provision of Services to you. You may only use a SIM card provided by us or an authorized retailer specifically to you in order to access the Services and may not use a SIM card provided by any other person without our prior written consent.

(c) You agree not to unlock, modify, reprogram, copy, spoof, reverse engineer, monitor, probe, scan, decode or analyze (including through the use of packet analyzers) any numbers, codes, components or programming on your handset, equipment or SIM card or in any software, hardware or networks used to provide the Services, that are used for identification, authentication or control of transceiver functions or operator privileges or any transmissions used to provide the Services, or permit anyone else to do so, other than one of our authorized representatives. Except as required for the normal use of the Services, you agree not to disclose such information to anyone other than our authorized representatives.

(d) You acknowledge and agree that we may transmit or remotely install software, firmware and other updates on your handset and equipment from time to time in order to maintain, enhance or correct the Services, without notice or liability.

(e) New handsets and other equipment are covered by the manufacturer's limited warranty, a copy of which is available at the manufacturer's website. Except as required by law, we do not offer, and expressly disclaim, any representation, warranty or condition in respect of handsets or equipment, whether express or implied, and have no obligation or liability in respect of handsets or equipment.

8. Charges and Payments

(a) You agree to pay us the charges applicable to the Services whether or not they have been incurred by you personally. The charges will be based on the fees and rates in effect from time to time, which you can find on our website or which we otherwise make available to you. Charges will commence from the time you activate the Services or, if you are adding or changing a Service, from the time that addition or change is made. Some of the charges are flat fees charged for a particular plan or value added Service package each month, starting from the time you activate the Service, while other charges are calculated based on the amount of the Services you use. You also agree to pay all applicable taxes, duties and governmental or regulatory fees, surcharges or levies that apply to the Services or our charges. You can change your plan and add or remove Services by contacting us. Any changes will take place within 48 hours. Charges will be pro-rated accordingly based on the date such change is made. You may only change your plan or a value added Service package once in any given invoicing cycle.

(b) You can pay for our Services either through a post-paid monthly invoice or pre-pay in advance, using any of the methods that we describe on your invoice, on our website, at a WIND branded store or at our authorized retailers. We reserve the right to approve you or require additional conditions (such as satisfactory credit checks, an up-front deposit or limitations on types or quantity of Services available or caps on the charges you may incur) for the payment option you select. If we require a credit check, you authorize us to collect and use information on your past credit history from third parties and to provide information to such third parties regarding your payments to us. We reserve the right to refuse to provide some or all Services to you, or terminate or suspend Services to you, or require additional conditions to be met, based on the results of your credit check or other criteria, as we determine in our sole discretion.

(c) If you have requested pre-authorized payments, you agree that we may charge to your credit card, bank account or other payment instrument all outstanding charges on the date which they are due. You agree to notify us of any changes to the details of your pre-payment as required in order to process such charges. You confirm that you are authorized to use the method of payment provided to us and that you have the right to use that method to pay such charges.

(d) If you have concerns regarding any of the charges posted to your account, contact us through our call centre. We'd love to hear from you. You agree that: (i) charges for away zone usage, roaming or long distance calls that you do not dispute within 30 days after being posted to your account; and (ii) all other charges that you do not dispute within 90 days after being posted to your account, will be deemed to be correct and accepted by you.

9. Post Paid Accounts

(a) If you've chosen (and we have approved) post-paid monthly invoicing, your invoice will be made available to you in an electronic format by logging into your account at our website. Notification of new invoices will be sent to you at the e-mail address you have provided us. You are responsible for ensuring that the e-mail address you have provided is valid and that you are able to check it regularly. If you do not receive notifications of new invoices by e-mail, you are still responsible for logging into your account at our website to check for new invoices on a regular basis and for paying all amounts by the due date specified. You can request a paper invoice to be sent to you by post by logging into your account at our website or through our call centre. An additional charge will apply for each paper invoice. You agree to pay each invoice in full by the due date specified on it. If we don't receive payment by such due date, you will be charged interest 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 or collection costs that we incur. If your payment is rejected by your financial institution, we may charge you an administrative fee. We also reserve the right to change the invoicing frequency or to issue interim invoices in our discretion and without notice.

(b) If we determine in our discretion that a deposit is required, we will notify you of the amount required and any change in that amount from time to time. Deposits will not bear interest. If you do not pay the full balance of any invoice when due, we may deduct any unpaid balance from your deposit and apply it to that invoice, in which case you will also be required to top-up the deposit. We may terminate or suspend Services without notice if you do not maintain the specified deposit amount or if an unpaid balance remains past due after applying the entire deposit. Any remaining balance of a deposit will be refunded to you within 90 days following the termination of all Services to you.

(c) If you pay us more than the amount due on a given invoice, we will carry forward the overpayment and apply it to your next invoice. No interest will be paid on any credit balance. If your account is in a credit balance at the time all Services are terminated after application against all outstanding charges, any remaining credit balance will be refunded to you within 90 days following such termination.

10. Pre-Paid Accounts

(a) If you've chosen pre-payment, you must maintain your account in a credit balance in order to use the Services. No interest is paid on credit balances. Your account is credited when we receive payment from you. You should only pre-pay for Services you expect to use, as all pre-payments are non-refundable. Your credit balance will first be applied to your monthly plan charges, then to any

other fixed monthly charges, then to any pay per use or variable charges. We will notify you in advance by text message before charges are deducted and we will let you know if you need to add credit to your account to process the charges.

(b) If you do not have sufficient credit on your account to allow the deduction of the monthly fee for the plan that you've chosen when it's due, you will be notified by text message and all your Services will be suspended. If you top up your account within 90 days of such notification to allow for the deduction of the applicable monthly fees, your Services will be reinstated. If you do not, your Services will automatically be terminated at the end of such 90 day period and you will forfeit any remaining credit balance. If you do not have sufficient credit on your account to allow the deduction of other fixed monthly charges or for pay per use charges, the relevant Services will be suspended until you top up your account with sufficient funds to allow for the deduction of such charges.

11. Promotions

We may, from time to time, offer promotions relating to our Services. For example, we may offer to credit you for the monthly service fees for all of our plans and qualifying value added service packages for the first month that you try them. When we offer promotions relating to our Services, we reserve the right to change the promotions we offer from time to time (including without limitation the terms and conditions applicable to such promotions) without notice.

12. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY LAW, ALL SERVICES, HANDSETS, EQUIPMENT AND ACCESSORIES ARE PROVIDED ON AN "AS IS", "WHERE IS" AND "AS AVAILABLE" BASIS, AND WE MAKE NO, AND HEREBY EXPRESSLY DISCLAIM ALL, REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER IN RESPECT OF THE SERVICES, ANY HANDSETS, EQUIPMENT, ACCESSORIES OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF WORKMANSHIP, MERCHANTABILITY, SATISFACTORY QUALITY, LATENT DEFECTS, MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE. WE DO NOT REPRESENT, WARRANT OR GUARANTEE THAT THE SERVICES WILL BE TIMELY, ERROR-FREE, SECURE, ACCURATE, RELIABLE OR UNINTERRUPTED OR THAT ANY MESSAGE WILL BE PROPERLY TRANSMITTED OR RECEIVED.

13. Exclusion and Limitation of Liability

(a) TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU OR ANY OTHER PERSON IN ANY EVENT FOR ANY LOSS OR DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, MORAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOSS OF INFORMATION OR DATA, LOSS OF PROFIT, SAVINGS OR REVENUE OR FAILURE TO REALIZE EXPECTED PROFIT OR SAVINGS OR OTHER NON-DIRECT, COMMERCIAL OR ECONOMIC LOSS OR DAMAGE OF ANY KIND) UNDER ANY LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF OR COULD REASONABLY FORESEE THE POSSIBILITY OF SUCH

DAMAGE OR LOSS, INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGE ARISING FROM OR IN CONNECTION WITH THE SERVICES, HANDSETS OR EQUIPMENT, THE FAILURE OR UNAVAILABILITY OF THE SERVICES, HANDSETS OR EQUIPMENT, THE USE OF THE SERVICES, HANDSETS OR EQUIPMENT OR ANY UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT, LOSS, CORRUPTION OR DESTRUCTION OF COMMUNICATIONS, INFORMATION OR DATA.

(b) Notwithstanding the above provision, except in cases where negligence on our part results in physical injury, death or damage to your property or premises, our liability for negligence related to the provision of emergency services on a mandatory basis is limited to the greater of \$20 and three times the amount you would otherwise be entitled to receive as a refund for the provision of defective service under these Terms of Service.

(c) In respect of the provision of emergency services on a mandatory basis, we are not liable: (i) for libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over our telecommunications network from your property or premises or recorded by your equipment or our equipment; (ii) for damages arising out of your act, default, neglect or omission in the use or operation of equipment provided by us; or (iii) for damages arising out of the transmission of material or messages over our telecommunications network on your behalf, which is in any way unlawful.

(d) When facilities of other companies or telecommunications systems are used in establishing connections to or from facilities and equipment controlled by you, we are not liable for any act, omission or negligence of the other companies or telecommunications systems in relation to the provision of emergency services on a mandatory basis to you.

(e) Our liability with respect to the provision of emergency services on a mandatory basis is not limited by the three preceding provisions in cases of deliberate fault, gross negligence or anti-competitive conduct on our part or in cases of breach of contract where the breach results from our gross negligence.

(f) You acknowledge and agree that: (i) you will have no contractual relationship whatsoever with a carrier upon which you roam; (ii) you are not a third party beneficiary of any agreement between us and such carrier; and (iii) such carrier will have no legal, equitable or other liability of any kind to you. For the purposes of the foregoing limitation of liability of such carriers, you acknowledge and agree that we are acting as the agent of such carriers.

(g) THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THESE TERMS OF SERVICE APPLY TO OUR ACTS OR OMISSIONS AND THOSE OF OUR AFFILIATES AND SERVICE PROVIDERS AND OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "SUPPLIER PARTIES"), AND WILL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND, OR CLAIM INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, AND SHALL SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY.

14. Indemnity

You agree to indemnify and hold the Supplier Parties harmless from and against any and all claims, actions or demands, judgements against the Supplier Parties and all losses and expenses the Supplier Parties suffer, including without limitation reasonable legal and accounting fees, arising from or in connection with your use or misuse of the Services or any breach of these Terms of Service.

15. Communications and Security

(a) You must have an e-mail address and internet access that are accessible through means other than the Services in order to use the Services, as we will use your e-mail address and our website to communicate with you, including communications to advise of suspensions or interruptions to Service. You are responsible for all equipment and services required for such e-mail and internet access. We may also send you communications by text message to your phone and, occasionally, by phone, voice-mail or regular postal mail. You agree to receive communications from us (including invoices) through such methods.

(b) You can contact us through any of the ways we describe on our website, subject to this provision. If you would like to send us an ordinary letter by post, we'd be happy to hear from you. Please send it to Globalive Wireless Management Corp., 207 Queen's Quay West, Suite 710, Toronto, ON, Canada, M6K 3K9, attention: Office of the CEO. You agree that legal claims against us must be sent to us by post or courier at this address, with a copy to the attention of our Chief Legal Officer. If you have complaints, we would encourage you to contact us first. However, you may also contact the Commissioner for Complaints for Telecommunications Services Inc. (the "CCTS") directly at any time if you have a complaint regarding us or our Services. You can contact the CCTS through their website at

<http://www.ccts-cprst.ca/>, by e-mail at response@ccts-cprst.ca, by telephone at 1-888-221-1687 (toll-free) 1-877-782-2384 (TTY) or by post at P.O. Box 81088, Ottawa, Ontario K1P 1B1.

(c) When ordering the Services, you will choose your personal identification number (your "PIN"). You will need your PIN for activation of your SIM card, activation or deactivation of Services, logging into your account at our website or for any other changes or inquiries into your account. We will use the PIN, through automated systems, to validate that the person contacting us is authorized to give us instructions, make changes on your account and make inquiries and will be entitled to treat all such communications as authorized by you if your PIN is provided to us. It is your responsibility to keep your PIN safe and secure and not to disclose it to anyone, unless you want to give someone else the authority to act on your behalf. You are solely responsible for any actions taken using your PIN. You should only provide your PIN when logging into your account at our website or through our interactive voice response system. For security reasons, our customer care representatives will never ask you for your PIN and you should not disclose it to any individual asking for it. When speaking with our customer care representatives, they will follow other verification procedures to validate your identity.

(d) If you believe the security of your PIN has been compromised, or you suspect unauthorized use, or your handset or SIM card is lost, stolen, damaged or tampered with, notify us immediately. You will be responsible for all changes to your account, use of Services and charges, whether by you or anyone else, until you notify us. Once you notify us, we will suspend your account and will arrange for a new account to continue your use of the Services and, if required, a new SIM card. Replacement of lost or stolen handsets will be your responsibility. If you have

an outstanding balance owing to us for a lost or stolen handset, you will continue to be responsible for that amount. No credits will be issued against monthly fees for the time you are unable to use the Services.

(e) If we suspect, in our reasonable opinion, fraudulent activity on your account or that your PIN, your equipment or your Services are being used without your authority, we reserve the right to terminate or suspend the Services and will use reasonable efforts to contact you.

16. Personal Information and Privacy

(a) We will ask you, and you agree to provide us, with certain personal and other information in order for us to provide the Services to you, such as your contact details (in order to deliver invoices and other communications to you) and information we require to process your payments, such as your credit card information. You need to provide us with current, complete and accurate information, and keep us up-to-date as soon as your information changes. You can do so by logging into your account at our website or through our call centre. All personal information that you provide to us will be administered by us in accordance with our privacy policy, as amended from time to time. By activating the Services, you consent to us disclosing your personal and other information in accordance with our privacy policy, as amended from time to time.

(b) We reserve the right (but have no obligation) to monitor usage of the Services and disclose information in order to satisfy legal, regulatory or governmental requirements, to properly administer the Services and to safeguard the Services, any data, software, networks or equipment used to provide the Services and our customers.

17. Trade-Marks

The “WIND”, “WIND Mobile” and “Globalive” names and logos and other words, titles, phrases, marks, logos, icons, graphics used by us are our trade-marks 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.

18. Arbitration

To the fullest extent permitted by applicable law, you agree that all disputes or disagreements between you and us relating to the Services, Terms of Service, handsets, equipment or any related promotions, advertisements, statements or communications will be settled by confidential, final and binding arbitration by a single arbitrator in the forum and under the rules we mutually agree upon, failing which the *Arbitration Act, 1991* (Ontario) will apply.

19. Governing Law

You agree that, to the fullest extent permitted by law, these Terms of Service will be governed exclusively by the laws of the province of Ontario.

20. General

If any part of these Terms of Service is for any reason unenforceable, then that part will be considered severable from the Terms of Service without affecting the validity of the rest of the Terms of Service. The Terms of Service constitute the entire agreement between you and us in respect of the Services. You may

not assign the Terms of Service or any of your rights or obligations under the Terms of Service, including by operation of law, without our prior written consent, which we may withhold in our discretion or make subject to conditions (such as a credit check, validation of identity or an administrative fee). We may assign the Terms of Service in our sole discretion. The Terms of Service shall benefit and be binding upon the respective successors and permitted assigns of the parties hereto. No waiver of any breach of the Terms of Service by you is effective unless made in writing and signed by us and, unless otherwise provided, is limited to the specific breach waived.