

## TRADE-IN PROGRAM TERMS AND CONDITIONS

Thank you for your participation in the trade-in program which allows you to trade in a used Acceptable Device in exchange (the “**Trade**”) for an immediately useable in-store credit at a participating Wireless Wave, Tbooth, or Samsung Experience Store. The reference to “trade in” means that **GLENTEL Inc. (“Glentel”)** is facilitating the collection of your Trade-In Device (defined below) and sending it for inspection. These Terms & Conditions form part of our agreement with you for the purposes of this Trade. By participating in the Trade, you acknowledge that you understand and agree to these Terms and Conditions, as outlined below.

### 1. DEFINITIONS

In these terms and conditions, unless the context requires otherwise, the following terms have the meanings ascribed:

- a. “**Acceptable Device**” means a phone, tablet or other device that qualifies for a Trade under this Agreement, as determined by Glentel in its sole discretion;
- b. “**Agreement**” means this agreement, including all schedules and exhibits, whether attached hereto or referenced herein;
- c. “**Data**” means all data, files, software, applications, information, pictures, music files and other content stored on or otherwise accessible on the Trade-In Device at the time of trade-in and anytime thereafter;
- d. “**Trade-In Amount**” means the trade-in amount Glentel is offering to pay you for the purchase of the Trade-In Device in accordance with these terms and conditions; and
- e. “**Works**” means a device is capable of performing all of the tasks normally associated with such a device as is in good condition, reasonable wear and tear accepted, which device is associated with a valid Electronic Serial Number (ESN), International Mobile Equipment Identity (IMEI) or Mobile Equipment Identifier (MEID), as the case may be.

### 2. TRADE-IN PROGRAM

- (a) **Trade In** – In consideration of the payment of the Trade-In Amount by Glentel to you, you hereby sell, assign and transfer all right, title and interest in the Trade-In Device (the “**Trade-In Device**”) and the Data to Glentel as of the date hereof. For greater certainty, you are not assigning any contract associated with the Trade-In Device, including any service agreement, airtime agreement or carrier agreement, used by you in connection with the Trade-In Device. If applicable, you are solely responsible for any costs, expenses or fees associated with the cancellation or termination of any such contract with your service provider. The Trade-In Device must be surrendered at the time of trade-in and will not be returned to you under any circumstances.
- (b) **Payment** – In exchange for trading in your Trade-In Device, you will receive a credit for the Trade-in Amount which you may apply, after taxes, in-store at the location of the Trade, towards the price of Glentel products purchased on the date of the Trade. The full Trade-In Amount must be exercised at the time of the purchase transaction or the remainder will be forfeited. The in-store credit has no cash value, may not be exchanged for cash and is non-transferrable.

ONCE THE TRADE IS COMPLETE, UNDER NO CIRCUMSTANCES WILL YOUR TRADE-IN DEVICE BE RETURNED TO YOU OR WILL YOU BE COMPENSATED IN ANY OTHER WAY FOR THE AMOUNT OF THE TRADE-IN AMOUNT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU ACKNOWLEDGE THAT IF, AFTER THE TRADE, YOU DECIDE TO RETURN YOUR PRODUCT WHICH WAS PURCHASED USING THE IN-STORE CREDIT, YOU WILL BE

SUBJECT TO GLENTEL'S USUAL PRODUCT RETURN POLICY, BUT YOU WILL LOSE THE VALUE OF THE TRADE-IN AMOUNT, AND THE TRADE-IN DEVICE WILL NOT BE RETURNED TO YOU.

- (c) **Trade-In Value** – The Trade-In Amount of the Trade-In Device is determined using a third-party application. Glentel makes no representation that the Trade-In Amount assigned to a Trade-In Device is equivalent to the fair market value. The Trade-in Amount varies depending on the date of the Trade, the Trade-In Device model and condition and other factors, and may be zero. The Trade-In Amount is final and non-negotiable. Under no circumstances will the Trade-In Amount be provided to the customer in cash form, or in any form other than the in-store credit described above.
- (d) **Inaccurate Description** – In the event Glentel determines that you have inaccurately described the condition of the Trade-In Device or if some part or capability of the Trade-In Device does not Work, you agree that Glentel may reduce the Trade-In Amount in its sole discretion. The decision of Glentel with respect to the condition of the Trade-In Device is final and binding.
- (e) **Customer Responsibilities** - It is your responsibility to remove your SIM and any memory card and any accessories, if applicable, and delete all Data from the Trade-In Device before you trade it in. Glentel is not responsible for removing Data from the Trade-In Device, is not responsible for the loss of any Data from the Trade-In Device, and cannot guarantee that any Data left on the device will be deleted or not deleted. Glentel is not responsible for the previous or subsequent airtime charges accrued to the Trade-In Device prior to or following the Trade.
- (f) **Personal Information** – You agree to provide accurate and current personal information as requested by Glentel, including but not limited to your name, Glentel account number and wireless phone number. You agree that we may disclose such personal information to our third-party agents and service providers in connection with the Trade. Glentel respects the privacy of our customers. We collect personal information on our customers and disclose that personal information to third parties to allow us to (i) administer the trade-in program, (ii) provide improved customer experiences, (iii) better market to the customer and other current and potential customers and (iv) verify the information provided by the customer. Personal information collected in connection with the Trade may be stored and processed in or outside Canada and may be accessed by the courts, law enforcement and national security authorities of that jurisdiction.

### 3. REPRESENTATIONS AND WARRANTIES OF THE CUSTOMER

You represent and warrant to Glentel that:

- (a) you are the sole owner of the Trade-In Device free and clear of all liens, claims or encumbrances of any kind;
- (b) you have removed all Data from the Trade-In Device;
- (c) the Trade-In Device Works;
- (d) the Trade-In Device does not contain any content which would infringe upon any existing copyrights, trade secrets or other proprietary rights of third parties; and
- (e) you are over the age of majority in your province of residence.

#### **4. INDEMNIFICATION OF GLENTEL**

GLENTEL'S LIABILITY TO YOU AND ANYONE CLAIMING THROUGH YOU PURSUANT TO THIS AGREEMENT AND ANY CLAIM, WHETHER IN TORT, CONTRACT OR SOME OTHER CAUSE OF ACTION, IS LIMITED TO THE TRADE-IN AMOUNT.

GLENTEL SHALL NOT BE LIABLE TO YOU OR ANY OTHER INDIVIDUAL OR ENTITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING ATTORNEYS FEES, ARISING OUT OF OR IN CONNECTION WITH THE LOSS, DISCLOSURE, SECURITY, INTEGRITY, CONFIDENTIALITY OR USE OF PERSONAL OR CONFIDENTIAL DATA STORED ON ANY TRADE-IN DEVICE TRADED IN UNDER THE PROGRAM.

You will indemnify, defend and hold Glentel harmless against all damages arising from claims you or any third party arising from this Agreement or the Trade-In Device, including, but not limited to, claims that another person is the lawful owner of the Trade-In Device or Data was lost as a result of the actions of Glentel.

#### **5. GENERAL TERMS**

The agreement constituted by you clicking "I agree" or by you signing this Agreement is the sole agreement between Glentel and you with respect to the Trade-In Device and you are bound by the terms and conditions contained herein. This Agreement is governed by the laws of British Columbia and the laws of Canada applicable therein. The failure of Glentel to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision. Any claims by you under this Agreement must be brought by you within one-year of the date hereof. You may not assign this Agreement. This Agreement or any part hereof may be assigned by Glentel. Time is of the essence. Glentel may rescind this offer or terminate this Agreement at any time and may terminate the trade-in program without notice. If any provision of these terms and conditions are held to be invalid by any law, rule, order or regulation of any government or by the final determination of any court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provision of these terms and conditions.