

FidoTRADE™ Terms and Conditions

The FidoTRADE™ Program (the "**Program**") allows you to trade in an old device in exchange for a Credit (as defined below) provided in the form of a coupon or a rebate on your Fido account. Fido is facilitating the collection of your old Device ("**Trade-in Device**") and receiving it on behalf of a third party company, Brightstar Telecom Solutions Ltd. ("**Brightstar**"). Fido is not taking ownership of any Trade-in Device received through the Program. FidoTRADE™ Program Terms & Conditions ("**Terms**") supplement the Fido Terms of Service available at fido.ca/terms, and form part of our agreement with you. By participating in the Program, you acknowledge that you understand and agree to these Terms.

1. **Eligibility.** Program available through participating Fido sales channels to new or existing Fido postpaid mobile customers purchasing a Fido device with a subscription to eligible mobile services. Certain devices, as determined by Fido (each a "Device") will be eligible to be traded in through the Program. Limit of one Trade-in Device per transaction.
2. **Credit.** Trade-in Device must be surrendered at the time of trade-in and, when traded-in in-store, will not be returned to you under any circumstances. If your Trade-in Device has a trade-in value greater than \$0 (as determined by Fido or Brightstar), in exchange for trading in your Trade-in Device, you will receive a Fido credit ("Credit"), which will be applied after taxes.

For In-Store Device Purchases: You may apply your Credit in one of two ways: 1) Credit may be applied as a tax-inclusive rebate on your Fido account and will appear within the next two to three bills from the date your Trade-in Device is accepted; or 2) Credit may be used in-store towards the concurrent purchase of accessories or devices used on your Fido account in exchange for redemption of this coupon. If your in-store purchase is less than the total Credit value, any unused Credit will be lost. You acknowledge that a coupon in the amount of the Credit has been issued by Fido and redeemed by you at the time you purchase your new Device. Such coupon is not redeemable for cash, and includes all applicable taxes. This is a one-time use coupon that is forfeited at the time of purchase. No facsimiles accepted.

For All Other Device Purchases (e.g., Phone or Online): Credit will be applied as a tax-inclusive rebate on your Fido account and will appear within the next two to three bills from the date your Trade-in Device is accepted.

ONCE YOU SURRENDER YOUR TRADE-IN DEVICE IN-STORE, UNDER NO CIRCUMSTANCES WILL IT BE RETURNED TO YOU.

3. **Trade-In Value.** The trade-in value varies depending on the make, model and condition of the device, the date of trade-in and other factors, which may be periodically updated or revised. If you are mailing in your Trade-in Device, your quoted trade-in value is a conditional estimate. If you do not mail in your Traded-In Device within 30 days of accepting the trade-in value offer, your transaction will be voided. Once received, Brightstar will inspect and verify the Trade-in Device condition, and if, in its discretion, it does not match the expected make, model, condition or any other requirement, the actual trade-in value may be significantly reduced (including to \$0). If the trade-in value is reduced, you will have fourteen (14) calendar days from the date Brightstar or Fido notifies you of the revised trade-in value in writing to accept or reject the revised trade-in value offer. If you do not respond, the revised trade-in value offer will be deemed accepted by you. If you reject the revised trade-in value offer within the fourteen (14) calendar days, the Device will be returned to you, but no data will be restored if it has been wiped by you or Brightstar. If a revised trade-in value is accepted, the Credit you receive will be adjusted accordingly (including down to \$0) and any \$0 value Device will not be returned to you.
4. **Ownership of Trade-in Device.** Once you trade-in or mail your device, title to your Trade-in Device will pass to Brightstar and you will no longer be the owner of the Trade-in Device. You represent that immediately before trading or mailing your device, you are the owner of the Trade-in Device, you have all rights necessary to transfer title to the Trade-in Device, the Trade-in Device is free from any liens, encumbrances or claims by any third parties, the Trade-in Device is not counterfeit or stolen and you are not trading in the Trade-in Device in an otherwise fraudulent manner. Traded-in Devices provided to Brightstar and listed or reported as stolen may be reported and turned over to applicable law enforcement agencies without notice or compensation to you, and you acknowledge and grant to Brightstar the full right and authority to release any of your personal information provided to Brightstar through the Program to applicable law enforcement agencies in such circumstances. You agree to indemnify Fido and Brightstar and any of their directors, officers, employees, affiliates, subsidiaries or agents from and against any claims brought against any of them arising from your breach of the terms and conditions of the Program, including but not limited to these Terms.

5. **Mailing the Trade-in Device.** If mailing your Trade-in Device, you agree to provide accurate information on the make, model and condition of the Trade-in Device. To ensure your Trade-in Device is received in the same condition you sent it in, you must package and ship your device securely following the shipping guidelines provided with your prepaid shipping label. Upon receipt, Brightstar will inspect and confirm the Trade-in Device condition and may revise your trade-in value if necessary. Any damage to the Trade-in Device while being shipped may impact the final verified trade-in value.
6. **Removing Personal Data.** It is your responsibility to remove your SIM card, memory card and any accessories before surrendering your Trade-in Device. You must delete all personal/sensitive data from the Trade-in Device and you should back up and store any data you wish to keep from your Trade-in Device. You must remove or turn off all accounts and passwords from your Trade-in Device (e.g., Find My iPhone). If you mail in a Device that is locked, you will be notified and given 14 calendar days to either (i) unlock the device or (ii) cancel the transaction and have the device returned to you. If you do not respond within the 14 calendar days, you will not receive a Credit and the device will not be returned to you under any circumstances. Neither Fido nor Brightstar are responsible for removing data from the Trade-in Device and cannot guarantee that any data left on the Trade-in Device will be deleted. You understand that any personal/sensitive data remaining on your Trade-in Device may be accessible to third parties if it is not deleted by you. Upon mailing or trading in your Trade-in Device you release Fido and Brightstar, their employees, contractors, agents and affiliates from disputes, claims, demands, and/or damages (actual or consequential) of every kind, whether known or unknown, arising out of, or relating to any personal/sensitive data stored on the device or related accessories. If you are unsure of how to remove personal/sensitive data from your Trade-in Device, please refer to your device manual.
7. **Your Personal Information and Our Privacy Policy.** You agree to provide accurate and current personal information as requested by Fido, including but not limited to your name, e-mail address, Fido account number and Fido mobile phone number. You agree that Fido may disclose such personal information to our third-party agents and service providers, including Brightstar, in connection with the operation of the Program. Fido respects the privacy of our customers. Fido and Brightstar's collection, use and disclosure of personal information in connection with the Program are governed by their respective Privacy Policies located at <http://www.fido.com/web/content/Privacy-CRTC> and <https://www.brightstarprotect.com/privacy/>. Personal information collected in connection with the Program 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.
8. **LIMITATION OF LIABILITY. FIDO AND BRIGHTSTAR WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY AMOUNT OTHER THAN THE FINAL TRADE-IN VALUE ASSIGNED TO THE TRADE-IN DEVICE THROUGH THE PROGRAM (AFTER INSPECTION BY BRIGHTSTAR), AND ONLY IN ACCORDANCE WITH THE CONDITIONS HEREIN. EXCEPT TOWARDS RESIDENTS OF QUÉBEC FOR DAMAGES RESULTING FROM AN ACT OF FIDO, OR IN THE CASE OF BRIGHTSTAR, BRIGHTSTAR, IN NO EVENT WILL FIDO OR BRIGHTSTAR, AS THE CASE MAY BE, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING OR RELATING DIRECTLY OR INDIRECTLY FROM OR TO THE PROGRAM OR ANY TRADE-IN (INCLUDING BUT NOT LIMITED TO ANY DAMAGES YOU MAY SUFFER IF DATA LEFT ON THE TRADE-IN DEVICE IS ACCESSED, OR ALTERNATIVELY, IS UNRECOVERABLE). THE FOREGOING LIMITATION SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR ANY CLAIM WHATSOEVER EVEN IF FIDO OR BRIGHTSTAR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

These Terms have been drawn up in English at the express request of the parties. Les présentes modalités ont été rédigées en anglais à la demande expresse des parties.