# APPENDIX B: MYTAB ADDITIONAL TERMS OF SERVICE

#### **1. GENERAL**

These additional terms and conditions, in conjunction with the Terms of Service, set out the basis upon which a MyTab may be extended to you. Capitalized terms used herein and not defined shall have the meaning set out in the Terms of Service. In these MyTab Additional Terms of Service, the following terms have the meanings indicated:

"MyTab Rollover" is the summation of any and all MyTab Savings Rollover and MyTab Charge Rollover.

"**MyTab Balance Owing**" is the summation of any and all Device Savings, Bonus Savings and MyTab Charges associated to the MyTab program as well as any MyTab Rollover that is applicable as part of the MyTab Rollover program.

"**MyTab Charge**" is the summation of the optional monthly fee that allows you to establish, or increase the amount of, your MyTab that is associated to a device.

"**Total MyTab Savings**" is the summation of any and all Device Savings, Bonus Savings and MyTab Savings Rollover received as part of the MyTab and MyTab Rollover programs.

"**Total MyTab Charge**" is the summation of any and all MyTab Charges for a device and MyTab Charge Rollover received as part of the MyTab and MyTab Rollover programs.

"Monthly MyTab Savings" and "Monthly MyTab Charge" are, respectively, the Total MyTab Savings and Total MyTab Charge amounts divided by the commitment period.

## **2. ELIGIBILITY**

To be eligible to run a MyTab, you must be a postpaid customer of Shaw Mobile, you must have passed our credit check or agreed to pay a specified deposit as part of our deposit program and you must enroll in pre-authorized payments for your account by providing and keeping current valid credit card information. You may update your credit card information on file by using visiting My Shaw Mobile, available at my.shawmobile.ca.

### **3. HOW MYTAB WORKS**

Eligible customers purchasing a New Device, Lightly Loved and Refurbished Device, or End of Life Device from us can elect to run a MyTab. If you are an eligible customer and elect to run a MyTab, you can put a portion of the retail price of the Device, or in some cases the full retail price, on your MyTab balance and then pay us only any remaining portion of the retail price (with tax) on the day you order or activate, as applicable. The amount you can put on your MyTab may vary depending on the plan you select and the amount of credit you are eligible for, based on the results of the credit check. Not every plan is eligible for the MyTab balance is set out in your agreement. Subject to your Device, your Monthly MyTab Charge, if applicable, and your initial MyTab balance is set out in your agreement. Subject to your Monthly MyTab Charge payment being made, your MyTab Balance Owing will decrease each month by an amount equal to: your current MyTab Balance Owing less any additional partial payments you make that month, divided by the number of months left until your commitment end date. This amount is calculated each month and will be rounded to the nearest penny. You may at any time make a partial payment towards your remaining MyTab balance. Your MyTab can only be used by you, the account holder, and only one MyTab can be established for each Line that you activate with Shaw Mobile.

### **4. MONTHLY MYTAB CHARGE**

If you choose to add a Monthly MyTab Charge, you agree to pay the Monthly MyTab Charge amount shown on your agreement, every month until your MyTab balance is reduced to zero, up to a maximum of 24 months.

### **5. YOU CHANGING YOUR PLAN**

If you have activated a plan with a MyTab and later want to switch to another Shaw Mobile plan, if that new plan is one

for which a lower value of MyTab is available with your Device than the current balance of your MyTab, you must pay any difference between your MyTab balance at the date of the plan switch and the value of the MyTab available on that date for your Device and the new plan. Your commitment end date will not change. A rate plan change fee may apply. Your Monthly MyTab Charge may stay the same or may be reduced, depending on which new plan you select. If you received a MyTab program bonus ("Device Savings" or "Bonus Savings") offer at the time of activation or upgrade on a device you purchased, and you change within 24 months from an eligible rate plan (i.e., \$40 and up plans then currently in market) to a plan that is not eligible for Device Savings or Bonus Savings, or to a plan that is only eligible for a lower Device Savings or Bonus Savings amount, then you will be responsible for paying back all, or a prorated part, of the promotional Device Savings, Bonus Savings or MyTab Savings Rollover you received and are not eligible to carry forward on the new rate plan.

# 6. YOU UPGRADING YOUR DEVICE

If you are an existing postpaid customer and want to purchase a new Device and you want to run a MyTab for the new Device, you may do so if: (i) you meet the eligibility requirements described above for the MyTab; (ii) twelve months or more have elapsed since you purchased your other Device using a MyTab; and (iii) at the time of purchasing your new Device, you have agreed to repay any previous MyTab Balance Owing that is outstanding or cannot be rolled over into the new MyTab Balance Owing for your new Device. Even if you are eligible to upgrade your Device, we reserve the right to limit the availability of specified Devices from time to time, as we see fit.

#### 7. MYTAB ROLLOVER PROGRAM - YOU ROLLING OVER YOUR CURRENT MYTAB BALANCE OWING INTO A NEW 24-MONTH SERVICE AGREEMENT

Shaw may from time to time, in its sole discretion, offer certain existing MyTab customers the opportunity to upgrade their device on a new MyTab prior to the expiration of their existing 24-month service agreement by including any MyTab Rollover into the MyTab Balance Owing of a new 24-month service agreement. The maximums permitted to be rolled over within the MyTab Savings Rollover and MyTab Charge Rollover allotments may vary depending on the device and rate plan chosen as well as the maximum MyTab amount permitted by the account. Any amount from the previous MyTab Balance Owing that cannot be rolled over into the new MyTab Balance Owing will be invoiced and payable immediately at time you enter into the new 24-month service agreement.

#### 8. RETURNING A DEVICE ON A MYTAB WITHIN THE TRIAL PERIOD THAT HAS ANY MYTAB SAVINGS ROLLOVER OR MYTAB CHARGE ROLLOVER INCLUDED INTO THE MYTAB BALANCE OWING

If during the trial period you i) exchange a device on a MyTab for another device that is not the exact same make and model (including colour and memory variant) or ii) return a device on a MyTab, then any MyTab Rollover from previous 24-month service agreements will be invoiced and payable immediately regardless of whether another device is taken on a MyTab.