

## 1. DATA SERVICES

### **For By The Gig plans:**

To access data beyond your monthly data amount (if any), you must purchase a data add-on and/or data package. If you purchased a Shaw Nationwide data package, to continue to have access to data on the Shaw Network or Nationwide Network beyond the data package's data allotment, you must purchase an additional Shaw Nationwide data package.

### **For Unlimited plans in Canada:**

Even after you've used your monthly data amount, you can still use data at reduced speeds without additional charges. This is subject, at all times, to reasonable usage limits for personal use by an individual.

For plans that have a data allotment that includes access to Shaw Network data, if your applicable data allotment is depleted within the current billing cycle, we will slow your Shaw Network data speeds down to 256 kilobits per second for downloads and 128 kilobits per second for uploads. This should not affect any applications that require less than 256 kilobits per second of download bandwidth or 128 kilobits per second of upload bandwidth (such as: web browsing, email, voice over IP services or low-quality audio streaming), but could affect the performance of applications that normally require greater bandwidth (e.g., video streaming or peer-to-peer file sharing).

For plans that have a data allotment that includes access to Nationwide Network data, if your applicable data allotment is depleted within the current billing cycle, we will slow your Nationwide Network data speeds down to 128 kilobits per second for downloads and 64 kilobits per second for uploads. At this rate Internet applications that do not require significant bandwidth nor real time streaming performance (such as: web browsing, email, instant messaging or low-quality voice over IP services) will continue to work, but at a slower speed.

### **For Unlimited plans with included U.S. and/or Mexico roaming data:**

For plans that have a data allotment that includes access to U.S. and/or Mexico roaming data, if your U.S. and/or Mexico roaming data allotment is depleted within the current billing cycle, you must purchase a data add-on and/or data package to continue to have access to U.S. and/or Mexico roaming data.

### **For tablets and wearables plans:**

For plans that have a data allotment that includes access to Shaw Network data, if your Shaw Network data allotment is depleted within the current billing cycle, you can still use data at reduced speeds without additional charges. We will slow your Shaw Network data speeds down to 256 kilobits per second for downloads and 128 kilobits per second for uploads. This should not affect any applications that require less than 256 kilobits per second of download bandwidth or 128 kilobits per second of upload bandwidth (such as: web browsing, email, voice over IP services or low-quality audio streaming), but could affect the performance of applications that normally require greater bandwidth (e.g., video streaming or peer-to-peer file sharing).

To access Nationwide Network data beyond your monthly data amount (if any), you must purchase a data add-on and/or data package. If you purchased a Shaw Nationwide data package, to continue to have access to data on the Nationwide Network beyond the data package's data allotment, you must purchase an additional Shaw Nationwide data package. Access to the Nationwide Network may also be dependent on your device's network compatibility.

Access to unlimited, reduced speed data is subject, at all times, to reasonable usage limits for personal use by an individual.

To help manage your data usage, we will send a text message (free of charge) or email (to the email address on your account) notifying you that you are close to exceeding your maximum monthly data amount and we will send you further notifications advising you of the application of the Data Fair Usage Policy after you have reached your maximum monthly amount.

Notwithstanding the above, if we determine, in our sole discretion, that your usage is excessive or unreasonable, we reserve the right to further limit or restrict your usage or to terminate your subscription to your specific plan 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 we also reserve the right to do so without notice.

You can also take steps to monitor your own usage proactively. For example, smartphone customers can track usage on their phone, or you can log in to My Shaw Mobile at [my.shawmobile.ca](http://my.shawmobile.ca) for detailed usage information.

## 2. VOICE SERVICES

Unlimited voice services are provided primarily for live dialog between two individuals and, like all our services, are provided for personal use only. If your use of our unlimited voice services (including conference calling or call forwarding) is deemed to have a negative impact on Shaw Mobile or our partners' network and everyone's ability to enjoy our services, Shaw Mobile may, at its option, terminate or suspend your service, or change your plan to one with no unlimited usage components. This includes, but is not limited to:

- Voice usage that grossly exceeds the average typical consumer usage.
- Voice calls that are deemed to have abnormal durations. For example: many short calls to different phone numbers or few calls of long duration.
- Voice services that are used for data transmissions, transmission of broadcasts, monitoring services, transmission of recorded material, or other connections which don't consist of uninterrupted live dialog between two individuals.

All calls will be disconnected and require a re-dial after a 2 hour duration. Where reasonable, Shaw Mobile will provide you with notice of improper usage before suspension or termination of your service and, if appropriate, Shaw Mobile may offer you an alternative plan.

If you subscribe to our plans that include roaming minutes, your voice usage is limited to the number of minutes identified in your plan over any one billing cycle. If you exceed that number of minutes we will suspend your voice roaming services until the end of the applicable billing cycle. To help manage your voice usage, we will send a text message (free of charge) notifying you that you are close to reaching the allotted number of minutes in your plan and will send another text message if your roaming services have been suspended.

## 3. MESSAGING SERVICES

Messaging services are provided primarily for messaging between two individuals. If your use of our unlimited messaging services grossly exceeds average typical consumer usage, Shaw Mobile may, at its option, terminate your service or change your plan to one with no unlimited usage components. Where reasonable, Shaw Mobile will provide you with notice of improper usage before suspension or termination of your service and, if appropriate, Shaw Mobile may offer you an alternative plan.

When roaming internationally, MMS is charged as data usage.

If your plan does not include monthly data in your roaming destination and MMS is used, pay-per-use roaming charges may apply.

For plans that have a data allotment that includes access to data in your roaming destination, if your roaming data allotment is depleted within the current billing cycle, MMS will no longer be available. You must purchase a data add-on and/or data package to continue to have access to MMS and roaming data beyond your selected plan's data allotment.

## 4. ROAMING SERVICES

Our services and rate plans are designed for you to use predominantly in our service area. If the majority of your voice, text or data usage over consecutive billing cycles is not in within the Shaw Network, we may terminate your service or restrict your ability to receive service on our third party service providers' networks.