

Conditions of Service

MTS Allstream Inc., carrying on business as MTS Mobility is a provider of wireless devices capable of accessing MTS Mobility's International Roaming Service (IRS) (the "wireless device(s)").

The following information and conditions apply to the use of the devices as well as to the use of MTS Mobility's IRS.

In addition to the standard MTS Mobility Wireless Terms of Service, the following information and conditions apply to the use of the wireless devices and to the use of IRS. If you do not agree with these terms and conditions, do not proceed with the activation of your device and related MTS Mobility SIM Card. If you activate your device and your MTS Mobility SIM Card and use the IRS, you agree that you are bound by these terms and conditions, in addition to the standard MTS Mobility Wireless Terms of Service.

1. Charges – Your local airtime and long distance rate plan, features and promotions are not applicable while roaming internationally in GSM areas. All international roaming calls and data usage will be charged according to the rates set out for the IRS. You are responsible for all charges and taxes. All billing is in Canadian funds. Rates are subject to change without notice. IRS charges will apply when you access your voicemail to retrieve messages or make administrative changes. Billing for IRS will appear on your regular MTS Mobility invoice. Data use on GSM/GPRS networks is charged at a current rate of \$.05/Kb, billed in minimum 10Kb increments. Minimum charge per use is \$0.50. Current GSM voice rates are charged at \$2.49 per minute for all call types regardless of country of origination or termination. CDMA standard roaming rates apply when in CDMA coverage areas outside of North America. Visit mts.ca/coverage for all current CDMA and GSM rates. IRS is non-discountable and not eligible for corporate discounts. Standard System Access Fees and E911 (Europe equivalent is 112) charges apply.

2. Activation – Activation of IRS could take up to 24 hours following activation of your wireless device. You will not be able to use IRS until activation is completed. Activation fees apply.

3. Roaming – Voice and Data: Services, features and functionality are available within MTS Mobility and its international roaming partners' coverage area and are subject to the technical limitations thereof. Actual coverage for voice and data may depend upon limitations of the wireless device, customer equipment, antenna placement, topographic and weather conditions. Service, features and functionality may not be available in all countries. Data: Some features may not be available while roaming in GSM coverage areas, including but not limited to GPS Functionality, downloadable video clips, movies, TV and full track music downloads. Restricted countries are subject to change without notice. GSM roaming available to MTS Mobility customers within the MTS international partner coverage areas where technology permits. Coverage subject to change without notice, see mts.ca/coverage for the most recent information. Service and features may be withdrawn by MTS Mobility at any time without notice. Roaming services for some listed countries may be unavailable due to fraud or other circumstances.

4. Text Messaging – You will be billed for all text messages sent in GSM mode, whether the message was successfully sent or not. Both the sender and recipient will be billed for all text messages sent and received in CDMA mode, whether the message was successfully sent or not. Charges are applicable whether an error message is received or not.

5. Warranty – The performance, quality, or suitability of your wireless device is subject to the manufacturer's specifications and warranty. Contact an authorized MTS Mobility dealer for more details.

6. Responsible Use – You warrant normal use of the MTS Mobility SIM Card for the purpose of purchasing IRS from MTS Mobility in accordance with the terms hereof. You shall be liable for any damage arising as a result of unlawful use of the IRS and/or the MTS Mobility SIM Card. You shall refrain, and prevent others, from using the MTS Mobility SIM Card and/or the IRS for any purpose other than that intended by MTS Mobility and all applicable terms and conditions of service, and not use the MTS Mobility SIM Card, your wireless device and/or IRS for annoying any person or in such manner as to interfere unreasonably with the use of the IRS by other customers or any form of harassment or for any purpose contrary to law. You shall not use the MTS Mobility SIM Card, the wireless device and/or IRS if your use causes our network or our ability to provide

services to others, to be adversely affected. You must ensure that any wireless device used with IRS is technically and operationally compatible with MTS Mobility's cellular network and that it complies with the rules and regulations of Industry Canada. You shall abide by all rules and regulations governing the use of the IRS that may be issued or adopted by MTS Mobility from time to time. To protect the integrity of our network, under no circumstances will you resell the IRS.

7. Suspension/Termination – MTS Mobility, in its sole discretion, reserves the right to remove IRS over any other cellular telephone service carrier's system on a temporary or permanent basis for any reason. MTS Mobility reserves the right to immediately suspend or terminate your use of the IRS without notice pending investigation of suspicious high usage of the MTS Mobility SIM Card and/or device or number cloning of the MTS Mobility SIM Card and/or wireless device or confirmation of such activities. MTS Mobility shall be permitted to suspend or terminate IRS without notice where it believes an MTS Mobility SIM Card has been transferred to another wireless device or been tampered with. If IRS is no longer purchased by you or provided or available from MTS Mobility, you will immediately destroy the MTS Mobility SIM card.

8. Theft, Loss, Abuse, Defect or Damage – You must use your best efforts to protect the MTS Mobility SIM Card against theft, loss, abuse, defect or damage. If the MTS Mobility SIM Card is no longer in your possession due to theft, loss, abuse, defect or damage, or if you suspect abuse of the MTS Mobility SIM Card, it is your responsibility to immediately notify MTS Mobility (see Customer service numbers). You will be responsible for all charges up to the time of notification to MTS Mobility of such theft, loss, abuse, defect or damage. You are responsible for replacing your MTS Mobility SIM Card. Replacement MTS Mobility SIM Cards can be purchased from MTS Mobility, only in the case of lost, stolen or defective SIM Cards. Contact MTS Customer Care for more details.

9. Privacy of Communications – MTS Mobility cannot guarantee that your use of the IRS will be secure or private. It is your responsibility to ensure that appropriate security measures are in place to control access to your wireless device and any information that you may transmit using the IRS. Your communications may be intercepted and made available to a foreign government in the territory in which you roam, and other third parties may intercept, record and monitor your communications over the IRS and it is your responsibility to protect that communication against such or to restrict your communications so as not to make any information you wish to keep confidential accessible to others. Information may be collected by other service providers when you use IRS. MTS Mobility disclaims all responsibility for any access to, interception of, or storage of, private communications or information, or for any breach of your security or privacy.

10. Indemnity – You are responsible for and will indemnify MTS Mobility for all damages, losses, expenses and any action, claim or judgment, which may be made against us by anyone in connection with your use of the IRS or your wireless device or violation of any of the related terms and conditions of service and/or use.

11. Trade-marks – MTS design mark is a registered trade-mark of Manitoba Telecom Services Inc. used under license. All other trade-marks are the property of their respective owners.

12. User Content – You acknowledge that MTS Mobility may store your user content on our facilities for the purpose of you accessing such content, but that if you fail to access such content within a period of time MTS Mobility deems reasonable or if your IRS terminates, we may delete such content without notice to you.

13. Changes – Any terms and conditions that apply to the IRS, coverage, offers, services, features, specifications and pricing are subject to change and/or termination at MTS Mobility's discretion, without notice or liability. Changes will be posted at mts.ca/coverage.

14. Non MTS Mobility Wireless Devices and Hardware - MTS Mobility's IRS shall only be used with MTS Mobility provided hardware (the term hardware includes wireless devices). Hardware provided from a supplier outside of Manitoba or from a non-authorized MTS Mobility dealer cannot be activated on MTS Mobility's IRS. MTS Mobility is not responsible for any hardware that is not provided by an authorized MTS Mobility dealer.

