



01062022.1 Effective June 1, 2022 THE FIX FACTORY CANADA DEVICE PROTECTION PLAN (the “Plan”) Month-to-Month Contract (the “Contract”)

SERVICE COVERAGE	SERVICE COVERAGE FEE	PROCESSING FEE (@ time of Repair)
LCD/OLED BREAKAGE	\$29/Month	\$0
LCD/OLED + GLASS BREAKAGE	\$69/Month	\$25
FULL COMPREHENSIVE + DEVICE REPLACEMENT	\$149/Month	\$25

Replacement Device Processing Fees Applicable (Full Comprehensive Plan Only)

Device Value Range – Processing Fee

\$0.00 - \$499.99 - \$149.00

\$500.00 - \$799.99 - \$199.00

\$800.00 - \$1199.99 - \$249.00

\$1200.00 - \$1599.99 - \$399.00

\$1600.00 - \$2400.00 - \$499.00

The Fix Factory Canada Device Protection Plan (the “Plan”) is provided pursuant to these terms and conditions which, together with any applicable written communications from Us to You, comprise Our Contract (the “Contract”). This Contract governs the Plan so You should keep it and any other communications and documents you receive from us relating to the Plan in a safe place for Your reference. You agree to pay Your Monthly Service Fee and all other applicable fees to the Administrator in accordance with the terms and conditions of this Contract. All fees referred to in this Contract are subject to applicable taxes. All amounts are Canadian Dollars.

This Contract and the coverage provided under the Plan takes effect on the Effective Date (defined below). As used in this Contract, “We”, “Us”, and “Our” mean PelWen Enterprise Inc operating as Fix Factory Canada, the company obligated under this Contract with head office at 240-70 Shawville Blvd SE, Suite 1010, Calgary AB T2Y 2Z3 CANADA and its successors and assigns. “You” or “Your” means The Fix Factory Canada customer who is enrolled in the Plan and has entered into this Contract. As used in this Contract: (1) “Accident” means a known and identifiable but unintended, sudden and unforeseen event. (2) “Accidental Damage” means any direct damage resulting from an Accident, including damage, liquid damage, destruction that is externally visible and which prevents the correct operation of the Protected Equipment, glass breakage, or destruction. (3) “Computer Virus” means any unauthorized programming or intrusive codes that are entered by any means into covered data processing equipment, media, software, programs, systems or records and interrupt the operations of the Protected Equipment. (4) “Protected Accessory” means one standard battery and one standard charger. (5) “Effective Date” means the date You enrolled Your Eligible Device in the Plan. (6) “Eligible Device” means a wireless device that We have designated as eligible for coverage under the Plan as set forth in the list of Eligible Devices which can be found in The Fix Factory Canada website (www.fixfactory.ca) or by calling 1-888-



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349-3349. (7) “Eligible Device Retail Value” means the non-subsidized, non-discounted price for new equipment set by the carrier at the time of Eligible Device purchase (MSRP), and may be higher than your purchase price. For a complete list of Eligible Devices and the corresponding Eligible Device Retail Value, ask a sales representative at The Fix Factory Canada. (8) “Failure” means: (i) in all provinces (A) Mechanical or Electrical Failure after the expiration of the original equipment manufacturer’s warranty, or (B) Accidental Damage; and (ii) Mechanical or Electrical Failure after the expiration of the original equipment manufacturer’s warranty. (9) “Mechanical or Electrical Failure” means failure of the Protected Equipment to operate after the expiry of the original equipment manufacturer’s warranty or the Replacement Warranty, as applicable, due to faulty part(s) or workmanship when operated according to the manufacturer’s instructions. (10) “Monthly Service Fee” means the monthly fee that corresponds to Your Eligible Device Retail Value as listed in the table at the beginning of this Contract. (11) “Plan Payment Method” means the payment method You selected at the time of enrollment for the purposes of paying Your ongoing Monthly Service Fees payable by You under this Contract. (12) “Processing Fee” means the amount You pay for each Service Request according to Your Eligible Device Retail Value as listed in the table at the beginning of this Contract. (13) “Protected Equipment” means the Eligible Device owned by You and any Replacement Equipment provided by Us. The Protected Equipment designated by You at the time of enrollment and identified by the International Manufacturer’s Equipment Identification (IMEI), Electronic Serial Number (ESN) or Mobile Equipment ID (MEID) must be activated in Your name. Protected Equipment is limited to one Eligible Device per replacement. If You have enrolled an Eligible Device in the Plan but used a different Eligible Device (a “Different Device”) with Your mobile number immediately prior to the time of a Failure, the Protected Equipment is the Different Device that You have used with Your mobile number immediately prior to the time of Failure. If the Monthly Service Fee payable for the Different Device is higher than Your original Eligible Device (because the Different Device has a higher Eligible Device Retail Value) then in order to process a Service Request on the Different Device You will be required to pay the difference in the Monthly Service Fees You have paid and the Monthly Services Fees that would have been payable for the Different Device for the duration of this Contract, in accordance with the table above. (14) “Refurbished Equipment” means equipment that was previously used and that is free from major marks, gouges, cracks, or other faults and/or blemishes, is cleared for content, contains only original equipment manufacturer parts, and is quality assurance (“QA”) tested prior to use as Replacement Equipment. (15) “Replacement Equipment” means (i) a wireless device of the same make, model and storage (but not necessarily colour), or (ii) if a device of the same make, model and storage is not in stock or the production for the Eligible Device is discontinued by the original equipment manufacturer, the replacement device will be a different model of similar feature and functionality as the Eligible Device at the time of the Service Request (but may not be the same brand or model), with the same operating system, which We provide to You in the event of a Failure of the Eligible Device. The Replacement Equipment may be new or Refurbished Equipment. Replacement Equipment becomes Protected Equipment once it has been delivered to You. (16) “Service Request” means the request for service that You file with Us when Your Protected Equipment suffers a Failure.



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What is Covered under the Plan. Subject to the terms and conditions of this Contract, We agree: • In all provinces, to replace the Protected Equipment in the event of Accidental Damage or Mechanical or Electrical Failure.

Plan Benefits. If the Protected Equipment incurs a Failure, the Protected Equipment will be replaced with Replacement Equipment in accordance with the terms of this Contract. Protected Equipment will be replaced with a wireless device of like kind and quality with comparable features and functionality to the Protected Equipment. THERE IS NO ASSURANCE, REPRESENTATION, OR WARRANTY THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR THE SAME COLOUR AS THE ITEM BEING REPLACED. REPLACEMENT EQUIPMENT WILL BE NEW OR REFURBISHED EQUIPMENT. In the event the Replacement Equipment You receive is Refurbished Equipment, such Refurbished Equipment shall be as good as new equipment regarding functionality and features. Original Equipment Manufacturer’s Warranty. The protection provided by this Contract complements and may overlap with Your original equipment manufacturer’s warranty, which is typically valid for one year from the purchase date of Your device. During the original equipment manufacturer’s warranty You must go to the manufacturer for all coverage except for Accidental Damage. If you need to submit a Service Request for Accidental Damage, You can contact Us at any time. After the original equipment manufacturer’s warranty ends, You can contact Us at any time to submit a Service Request for any Failure. Subject to applicable law, in addition to the original equipment manufacturer’s warranty, Your Eligible Device may also be covered by certain quality standards. Some Eligible Devices may have a longer or shorter manufacturer’s warranty. Please refer to the original equipment manufacturer’s warranty provided with Your Eligible Device or through the manufacturer’s website to understand what protection is offered and the duration of the original equipment manufacturer’s warranty. Replacement Equipment. Replacement Equipment becomes Protected Equipment immediately upon delivery to You. If the Replacement Equipment is physically damaged upon delivery, You must report such damage to Us within seventy-two (72) hours and request the reshipment of Replacement Equipment. This request will not be considered a Service Request. All Replacement Equipment will include a 90-day warranty covering Mechanical or Electrical Failure, provided by Us and administered by Us in the same manner as this Plan. The 90 day warranty begins on the date the Replacement Equipment is received by You and covers malfunction of the Replacement Equipment due to defects in parts, material or workmanship. Any claim made on Replacement Equipment within the 90- day warranty period will not be considered a Service Request. Monthly Service Fees. Your first Monthly Service Fee is due on the Effective Date and charged pro rata for the days remaining in the month of enrollment. Your subsequent Monthly Service Fees will be charged to your selected Plan payment method by the Administrator each month. If You do not pay Your Monthly Service Fee when due, including because an attempted charge to Your selected Plan payment method has been dishonoured due to insufficient funds, You may be in default of Your obligations under this Contract and We may cancel this Contract in accordance with “Our Cancellation Rights” set out below. Applicable Processing Fees and other fees and taxes that become payable by You under this Contract may be charged to Your selected Plan payment method before or after We provide You with Replacement Equipment. You authorize Our Administrator to charge Your Plan Payment Method for Your ongoing Monthly Service Fees that become due by You under this Contract. Your authorization includes authorization for Our Administrator to charge any replacement card that Your financial



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institution may issue. The expiry of a payment card will not result in the cancellation of this Contract or relieve You of any payment obligation You have under this Contract. You must notify us of any change to Your Plan Payment Method. If there is a change to Your Plan Payment Method and You do not notify Us and Our Administrator is not able to collect any amount that is due by You, We reserve the right to cancel this Contract. Used Wireless Devices. If protection for used devices is available and You bring Your own device, protection begins 30 days following the date of enrollment. Used devices are subject to inspection by Us prior to enrollment. All used devices must be fully operational and have no damage in order to be eligible for coverage.

To Obtain Plan Service. As long as this Contract is in effect, in the event of a Failure of Protected Equipment, You may submit a Service Request within sixty (60) days of the Failure by calling +1 888-349-3349 or by visiting fixfactory.ca/help-support. If the Failure is not reported within sixty (60) days, Your Service Request will be forfeited and no Replacement Equipment will be available for the Failure. You must provide Us with all of the necessary information required to approve replacement of the Protected Equipment and pay Your Processing Fee, if applicable, within sixty (60) days of reporting the Failure. WE MAY REQUIRE, AS A CONDITION OF APPROVAL OF YOUR SERVICE REQUEST, THAT YOU PROVIDE PROOF OF PURCHASE FOR THE PROTECTED EQUIPMENT AND/OR YOUR GOVERNMENT ISSUED PHOTO I.D., AND/OR OTHER DOCUMENTATION OR INFORMATION AS REASONABLY NECESSARY TO ESTABLISH YOUR IDENTITY AND RIGHT TO SERVICE. You authorize Our Administrator to release any information We require for the purpose of validating Service Requests. We also retain the right to inspect the Protected Equipment as a condition of approval of Your Service Request. If You do not provide Us with the requested information within sixty (60) days of the date that You report the Failure to Us, Your Service Request will be forfeited and no Replacement Equipment will be available for the Failure. If Your Service Request is approved, You must pay the applicable Processing Fee, set out in the table at the beginning of this Contract, as well as a shipping fee, if applicable, as described below (the “Shipping Fees”) There will be no Shipping Fee for regular delivery. If You choose next business day delivery, You will be charged a shipping fee of \$25.00. If You choose Saturday delivery, where available, You will be charged a shipping fee of \$40.00. If You choose to have Your Replacement Equipment shipped to an address outside of Canada, You will be charged a shipping fee of \$50.00. Once We receive the Processing Fee and the applicable Shipping Fees, We will ship the Replacement Equipment within two (2) business days or earlier, as applicable, to the address You provide at the time of Your Service Request. Service Limits. This Contract will provide protection for up to two (2) approved Service Requests during any consecutive twelve (12) month period for any Protected Equipment registered under the Plan. The initial twelve (12) month period will begin from the date the Replacement Equipment for the first approved Service Request is shipped to You. For each Service Request, We will provide Replacement Equipment up to a maximum retail value of \$2,400, inclusive of Protected Accessories.

Return of Protected Equipment. Protected Equipment approved for replacement must be returned to Us in the postage-paid return mailer provided to You with Your Replacement Equipment within thirty (30) days of the Replacement Equipment shipment date. The Protected Equipment We replace becomes Our property upon Your receipt of the Replacement Equipment and, at that time, You assign and transfer to Us all rights and benefits in the Protected Equipment, including any manufacturer’s warranty or other ancillary service relating to the Protected Equipment. For any Protected Equipment returned to Us or



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the Administrator, You are solely responsible for removing or deleting any personally identifiable information, payment card information, pictures, images, recordings or other data stored on the device prior to returning the damaged device. Data on a returned device cannot be recovered nor returned to You. If the damage to the device does not permit removal or destruction of stored data, this should be indicated on the correspondence used with the returned device. The Fix Factory Canada and Our affiliates, subsidiaries, partners, and the Administrator are not responsible for any personal data or other data, such as ringtones, applications, games, or other content that is stored, downloaded, purchased, or otherwise located on the Protected Equipment.

Additional Fees.

Eligible Device Retail Value Non-Returned Equipment Fee Locked Device Fee

\$0.00 - \$499.99 \$125.00 \$200

\$500.00 - \$799.99 \$175.00 \$250

\$800.00 - \$1199.99 \$225.00 \$300

\$1200.00 - \$1599.99 \$275.00 \$350

\$1600.00 - \$2400.00 \$325.00 \$400

Non-Returned Equipment Fee. If We do not receive Your original Protected Equipment within thirty (30) days from the Replacement Equipment shipment date, You will be charged a Non-Returned Equipment Fee as shown in the table above. YOU MAY AVOID THIS FEE BY SIMPLY RETURNING THE PROTECTED EQUIPMENT AS INSTRUCTED. You are eligible for a full refund of the Non-Returned Equipment Fee if You return the Protected Equipment to Us within thirty (30) days of the date on which You are charged the Non-Returned Equipment Fee.

Locked Device Fee. If You file a Service Request, We will ask You at the time You file Your Service Request to disable any locking feature on Your Protected Equipment. We will not process Your Service Request until You provide affirmative verification that such locking feature has been disabled. If You return Your Protected Equipment with the locking feature enabled, You will be charged a Locked Device Fee as shown in the table above. YOU MAY AVOID THIS FEE BY DISABLING THE LOCKING FEATURE ON YOUR PROTECTED EQUIPMENT AT THE TIME YOU FILE YOUR SERVICE REQUEST. Charge for Non-Covered Service. We will notify You in writing within thirty (30) days of the return of Protected Equipment if We determine the Protected Equipment did not suffer a Failure covered by the Plan. You may be required to return the Replacement Equipment to Us, at Your expense, within thirty (30) days of such notification. In such case, if We do not receive the Replacement Equipment in good working order within thirty (30) days, You will be charged a Non-Returned Equipment Fee shown in the table above. No Trouble Found Fee. In the event that You have been approved for a Service Request and You return Protected Equipment to Us but no trouble is found with the Protected Equipment, We may charge You a No Trouble Found Fee of fifty dollars (\$50.00). Exclusions. The Plan does not cover: (1) Incidental or consequential damages that do not flow directly from the Failure of the Protected Equipment, or indirect damages not resulting from Our intentional or gross fault; (2) failure caused by any force

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majeure, including failures caused by war, revolution, acts of public enemy or terrorist, labour difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, civil commotion, embargo, acts of government, or military authority; (3) abuse or misuse of the Protected Equipment; (4) pre-existing Failures of the Eligible Device occurring before the time it was established as the Protected Equipment; (5) changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to Protected Equipment however caused, including, but not limited to, scratches and marring, other than Accidental Damage, that do not affect the mechanical or electrical function of the Protected Equipment; (6) Failure of the Protected Equipment caused by a Computer Virus; (7) loss; (8) theft; or (9) damages covered by the Protected Equipment’s manufacturer’s warranty while the manufacturer’s warranty is in effect. Further, Protected Equipment does not include and this Plan does not cover: (1) contraband or property in the course of illegal transportation or trade; (2) property in transit to You from anyone other than Us; (3) routine maintenance and consumable items, such as batteries (except for Protected Accessories or if the battery was part of the Failure to the Protected Equipment); (4) antennas, unless there is also a Failure of the Protected Equipment; or (5) any accessories (other than a Protected Accessory), including but not limited to color face plates, personalized data, or customized software, such as personal information managers (PIMs), ring tones, games, or screen savers. Ineligible Enrollment. Subject to applicable law, if We determine that a device other than an Eligible Device has been enrolled in the Plan, We may cancel this Contract by notifying You in writing. If We cancel this Contract for an ineligible enrollment, We will provide a refund of all paid Monthly Service Fees, less the value of any Replacement Equipment received and any other applicable fees that You incurred. Contract Term. This Contract and the coverage provided under the Plan takes effect on the Effective Date and continues on a month-to-month basis as long as You continue to pay the Monthly Service Fee until the earliest of: (i) fulfillment of the Plan as outlined in the Contract; (ii) cancellation or termination of this Contract as described herein, or (iii) otherwise in accordance with applicable law. Your Cancellation Rights. You may terminate this Contract at any time and for any reason by calling the Administrator at +1-888-349-3349 or emailing support@fixfactory.ca and awaiting our reply. Once cancelled successfully, such cancellation will be effective immediately. If You cancel Your enrollment in the Plan within the first thirty (30) days following the Effective Date You may obtain a full refund provided that you have not received a fulfilled Service Request. If You cancel this Contract after thirty (30) days from the Effective Date, We will refund the remainder of the Monthly Service Fees for the month of cancellation only, pro-rated on a daily basis from the date You cancel this Contract. We will also discontinue all Monthly Service Fees for the Plan as of the effective date of cancellation. Our Cancellation Rights. We may terminate this Contract immediately for non-payment of the Monthly Service Fees or if You default on Your other obligations under this Contract at any time. Except as otherwise provided in this Contract, We may cancel this Contract for any other reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date of and reason for cancellation. If You are not in default under this Contract, We will refund the remainder of the Monthly Service Fees, pro-rated on a daily basis from the date We cancel this Contract. Refunds will be applied to your original payment method. Agreement and Notice of Material Change. You agree to all the provisions of this Contract, as of the Effective Date. Subject to applicable law, in the event of any material change to the terms of this Contract, the Monthly Service Fees, and/or Processing Fees, unless such change is more favorable to You, You will be provided thirty



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(30) days’ advance notice of such changes. Such notice may be provided by any of the following methods: email, text message, in a separate mailing, or by any other reasonable method. Such notice will set out the effective date of the material change. You may refuse the amendment and rescind or cancel this Contract without cost, penalty or cancellation indemnity by sending Us a notice to that effect within thirty (30) days after the amendment comes into force. Your continued payment of the Monthly Service Fees after such notice constitutes Your acceptance of the changes. Your participation in the Plan is optional and You may cancel the Plan at any time. Please refer to “Your Cancellation Rights”, above. Service Contract. This Contract is a contract between You and Us that provides the specified services outlined herein. This contract is not an insurance policy and provides no insurance coverage or insurance benefits to You. Electronic Delivery. You expressly and knowingly agree and consent to permit Us (including the Administrator or any third party vendor, or representative through which We provide services under this Contract) to make disclosures and provide notices to You in electronic form, including but not limited to email and text messaging, instead of providing such notices and disclosures in hardcopy by post mail. Your consent and agreement shall relate to all forms, disclosures, and notices required under applicable law and shall remain valid until You may exercise Your right to revoke this consent by notifying Us.

Prohibitions on Transfer and Abuse of the Plan. This Plan is for Your use only. It is not transferable by You to any other person, and may not be assigned by You. Eligible Devices owned or leased by anyone other than You may not be made Protected Equipment. Any abuse of this Plan by You, including but not limited to seeking replacement of a wireless device not belonging to You, may result in immediate termination of this Plan. We will not refund any of the Monthly Service Fees already paid. Concealment, Misrepresentation or Fraud. The protection provided by this Contract is void if You commit fraud or intentionally conceal or misrepresent a material fact concerning, this Contract, the Protected Equipment, Your interest in the Protected Equipment, or a Service Request. In such a case this Contract will be immediately terminated and We will not refund any of the Monthly Service Fees already paid.

Force Majeure. We have no responsibility for delays or failures with respect to this Plan or the services provided by Us, the Administrator or Our agents or other service providers hereunder due to acts of God, fire, flood, explosion, war, revolution, acts of public enemy or terrorist, labour difficulties, including without limitation strikes, slowdowns, picketing or boycotts, civil commotion, embargo, acts of government, military authority, or the elements, or other causes beyond Our reasonable control, and in such event, We may cancel this Contract and the Plan immediately.

Legal Action Against Us. No one may bring legal action against Us under this Contract unless and until there has been full compliance with all terms of this Contract. Data Privacy. As part of the services offered to You through this Plan, We may collect, use, and communicate personal information about You that is necessary for the purposes of establishing, managing, and maintaining Our relationship and providing this Plan, including, without limitation, to ensure that we have up-to-date information about You, including Your current address, to verify Your identity and to protect all parties from errors and fraud. We will not use Your personal information for any other purpose, including for marketing or promotional activities, without Your consent. A more detailed description on how and why We collect, use and communicate Your personal information can be found at The Fix Factory Canada’s privacy policy



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(<https://www.fixfactory.ca/privacy-policy>). Although We always endeavour to take the necessary steps to ensure Your privacy rights are protection, please note that the information You provide to Us may be transferred to Our affiliates, subsidiaries and partners and with other third parties that are located in countries outside of Canada and as such that local laws may otherwise allow Your personal information to be accessed by local authorities without Your consent. Limits of Liability. In the event of any error, omission or failure by Us, the Administrator or Our agents or other service providers with respect to the Plan or the services provided by Us, the Administrator or Our agents or other service providers hereunder, OUR RESPONSIBILITY AND LIABILITY AND THAT OF THE ADMINISTRATOR, OUR AGENTS AND OTHER SERVICE PROVIDERS SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PLAN, BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE PLAN. THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF US, THE ADMINISTRATOR OR OUR AGENTS’ OR OTHER SERVICE PROVIDERS’ PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL WE, THE ADMINISTRATOR OR OUR AGENTS OR OTHER SERVICE PROVIDERS BE LIABLE FOR ECONOMIC LOSSES, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF WE, THE ADMINISTRATOR OR OUR AGENTS OR OTHER SERVICE PROVIDERS HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PLAN OR OUR, THE ADMINISTRATOR’S OR OUR AGENTS’ OR OTHER SERVICE PROVIDERS’ PERFORMANCE UNDER THE PLAN, UNDER ANY PROVISION OF THIS CONTRACT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS CONTRACT OR REQUIRED BY LAW, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS OR WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, REGARDING THE PLAN AND SERVICES TO BE PROVIDED HEREUNDER BY US, THE ADMINISTRATOR AND OUR AGENTS OR OTHER SERVICE PROVIDERS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. Severability. If any portion of this Contract is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this Contract. Jurisdiction. This Contract is purchased in and governed by the laws of the Province identified in Your billing address in the records of The Fix Factory Canada and by the federal laws of Canada as applicable therein. *Plus applicable taxes. END OF THE FIX FACTORY CANADA DEVICE PROTECTION PLAN CONTRACT