

Fido Device Tune-up Terms and Conditions

Fido Device Tune-Up service (the “Service”) is a device support software tool used under license from a third-party service provider, MCE Systems Limited, which runs general device diagnostics to identify issues and ensure optimal performance of your Device (as defined below). These Fido Device Tune-Up Terms & Conditions (the “Terms”) supplement and are incorporated into the Fido Terms and Conditions available at fido.ca/terms, and form part of our agreement with you. By using the Service, you acknowledge that you understand and agree to the Terms, as outlined below.

1. **Eligibility.** The Service is available at participating Fido retail locations and authorized dealers to existing Fido postpaid and prepaid service customers with an authorized Fido device (“Device”). Fido customers with a non-authorized device may be able to use the Service with limited functionality. We may, in our sole discretion, limit the number of Devices or number of times you use the Service, and may refuse to service an otherwise eligible Device if it appears to have any moisture damage or exposed internal components.
2. **Device Tune-Up Tools.** The Service is a limited device diagnostics tool used in-store to identify Device issues. The Service cannot diagnose or repair physical hardware issues (e.g., cracked screen) and will not identify and/or solve all Device issues. Fido does not guarantee that the Service will diagnose and/or repair your Device issues and you may need to repair or replace your Device using our other repair/replacement processes after using the Service. Depending on your Device and the functions you authorize, one or more of the following functions may be performed using the Service:
 1. **Device HealthCheck.** — A Device HealthCheck analyzes the Device to ensure its settings are up to date and may make immediate recommendations to improve Device performance (a “Device HealthCheck”).
 2. **Transfer Device Content** — Device content can be wiped and/or transferred from one Device to another (a “Transfer”). Depending on the Device, not all content/data will transfer.
 3. **Wipe and Reset** — A reset restores the Device to manufacturer’s settings as provided by the Device manufacturer (a “Reset”).
 4. **Flash** — A flash reformats and reloads the manufacturer’s operating system as provided by the Device manufacturer (a “Flash”).

Not all functions listed above can be performed on every Device and will depend on various factors, including, but not limited to Device make, model, operating system and software version. Once Device is connected, Service must continue uninterrupted and you should remain in-store until Service is complete. If Device is disconnected during Service, Device may be damaged and/or Device content may be lost.

3. **Back Up of Device Content.** YOU SHOULD BACK UP AND STORE YOUR DEVICE CONTENT PRIOR TO USING THE SERVICE. While performing a transfer, Reset and/or Flash, not all Device content will be transferred and/or restored and you may need to access previously backed-up Device content and/or retrieve or re-download previously downloaded or cloud-based applications.
4. **Your Data and Personal Information.** You agree to provide accurate and current personal information as requested by us, including but not limited to your name, Fido account number and Fido phone number in order to verify your eligibility to use the Service. You agree that we may disclose such personal information to our third-party agents and service providers in connection with the use of the Service. If you perform a Reset or Flash using the Service, Device content collected in connection with the Service will be temporarily stored in encrypted format on the store’s computer. Once the Reset or Flash is complete, Device content will be restored to the Device and deleted from the store’s computer. The Service will only retain the IMEI, telephone number and version of software associated with the Device for device identification and record-keeping purposes. No other data or Device content will be permanently stored by us or our third party agents or service providers in connection with the Service. Fido respects the privacy of our customers. Our collection, use and disclosure of personal information in connection with the Service is governed by our Privacy Policy located at www.fido.ca/privacy-policy.
5. **Limitation of Liability.** EXCEPT TOWARDS RESIDENTS OF QUÉBEC FOR DAMAGES RESULTING FROM AN ACT OF FIDO, IN NO EVENT WILL FIDO BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING OR RELATING DIRECTLY OR INDIRECTLY FROM OR TO THE SERVICE (INCLUDING, BUT NOT LIMITED TO ANY DAMAGES YOU MAY SUFFER IF YOUR USE OF THE SERVICE RENDERS YOUR DEVICE INOPERABLE OR IF DEVICE CONTENT IS LOST IN THE EVENT OF A NETWORK OR POWER OUTAGE, SYSTEM MALFUNCTION, AND/OR DEVICE DISCONNECTION WHILE USING THE SERVICE).

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.