

# Wi-Fi Calling Terms and Conditions

**THESE WI-FI CALLING TERMS & CONDITIONS (the "Terms") GOVERN YOUR USE OF THE WI-FI CALLING FEATURE ("Wi-Fi Calling") AND CONTAIN IMPORTANT INFORMATION, INCLUDING 9-1-1 LIMITATIONS AND DETAILS ABOUT POSSIBLE SERVICE CHARGES. WHILE USING WI-FI CALLING, YOUR STANDARD WIRELESS PLAN RATES APPLY, INCLUDING LOCAL AND LONG DISTANCE AIRTIME, MESSAGING, ROAMING AND CURRENT PAY-PER-USE RATES.**

Visit [fido.ca/WiFiCallingFAQ](https://fido.ca/WiFiCallingFAQ) for additional details on Wi-Fi Calling. These Terms supplement and are incorporated into the Fido Terms and Conditions available at [fido.ca/terms](https://fido.ca/terms), and form part of our agreement with you. You agree to cause all persons who use Wi-Fi Calling on your device to comply with these Terms.

## 1. What is Wi-Fi Calling?

Wi-Fi Calling lets you make and receive phone calls and send and receive SMS messages on your device over a Wi-Fi connection. In most cases, when you have access to both Wi-Fi Calling and a mobile network, your device will automatically default to use Wi-Fi Calling.

## 2. Do I need a specific device or plan to use Wi-Fi Calling?

To use Wi-Fi Calling, you must have the Wi-Fi Calling feature enabled in your Settings on a compatible Fido device with an LTE SIM. You must also subscribe to a Fido postpaid wireless voice and LTE data plan.

## 3. What type of Wi-Fi connection do I need to use Wi-Fi Calling?

To use Wi-Fi Calling, you need access to a public or private Wi-Fi connection. While using Wi-Fi Calling, you will use internet data on the Wi-Fi connection. Internet service charges and overage rates apply in accordance with your Fido or third party internet service. When tethering, wireless data will be consumed on the device you are tethering from while using Wi-Fi Calling. If you use a third party internet service provider to access Wi-Fi Calling, any issues with your internet service are not the responsibility of Fido, and it is your responsibility to resolve any such issues with your internet service provider.

## 4. How is Wi-Fi Calling rated while in Canada?

All incoming calls and messages received over Wi-Fi Calling while in Canada will be deducted from your airtime and messaging buckets included in your wireless plan. All outgoing calls and messages sent over Wi-Fi Calling while in Canada to a Canadian number will be deducted from your airtime and messaging buckets included in your wireless plan and no long distance charges will apply. If you exceed your plan's bucket, overage rates and/or current pay-per-use wireless rates apply. All outgoing calls and messages to non-Canadian numbers will be rated according to the rates outlined in your wireless plan or current pay-per-use rates.

**Note: You may incur additional long distance charges and/or international messaging charges if your VPN, DNS or Internet provider is set to a country outside Canada.**

## 5. What is the Wi-Fi Calling experience while travelling outside of Canada?

**Note: When you join a network outside of Canada, information about the country where the network connection is made will be sent to Fido for details like billing.**

While travelling outside of Canada and using Wi-Fi Calling, the following will be deducted from your airtime and messaging buckets included in your wireless plan with no long distance or roaming charges: (1) all incoming calls and messages received from anywhere in the world; and (2) all outgoing calls and messages made or sent by you to a Canadian number.

While travelling outside of Canada and using Wi-Fi Calling, all outgoing calls and messages made or sent to a non-Canadian number will be rated the same as if they had been made on a mobile network. Roaming and/or long distance charges will vary depending on your roaming solution (e.g., Fido Roam™, Travel Pack, roaming pay-per-use rates).

**Fido Roam:** If you are enrolled in **Fido Roam**, an outgoing Wi-Fi call or message made to a non-Canadian number will trigger the **Fido Roam** daily fee. If you have already triggered the daily fee, then all outgoing Wi-Fi calls and messages made or sent within the 24-hour period will be **Fido Roam**-rated.

**Travel Pack:** If you purchased a Travel Pack or other roaming add-on, all outgoing Wi-Fi calls and messages made or sent to a non-Canadian number will be deducted from the minutes or messages included in your Travel Pack or roaming add-on. If you exceed the amounts included in your Travel Pack or roaming add-on, the overage rates outlined in your Travel Pack or roaming add-on apply.

**Pay-Per-Use Rates:** If you are not enrolled in **Fido Roam** and have not purchased a Travel Pack or roaming add-on, outgoing Wi-Fi calls and messages to a non-Canadian number will be rated per standard roaming pay-per-use rates.

## 6. How does 9-1-1 emergency service work on Wi-Fi Calling?

**THIS SECTION CONTAINS IMPORTANT INFORMATION ABOUT THE DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1 EMERGENCY SERVICE ASSOCIATED WITH WI-FI CALLING. PLEASE READ CAREFULLY.** By using Wi-Fi Calling, you acknowledge and agree to the information in this section regarding the limitations of using Wi-Fi Calling for dialing 9-1-1. If you are not comfortable with these limitations, we recommend that you not use Wi-Fi Calling, or consider an alternate means for accessing traditional 9-1-1 emergency services. We recommend you keep an alternative phone service handy to increase the reliability of your access to emergency services during any service interruption.

**Note: Wi-Fi Calling cannot support emergency calls made outside of Canada or the United States. Ensure you are connected to a mobile network when attempting to make an emergency call outside of Canada or the United States to be routed to the nearest emergency services.** You agree to inform all people who use Wi-Fi Calling on your device of the following limitations and requirements.

- 1. Your 9-1-1 Emergency Address.** When you first turn on Wi-Fi Calling on your device, you will be asked to provide the full address for your most likely location for your device (your "**9-1-1 Emergency Address**"). You may only register one **(1)** 9-1-1 Emergency Address and it must be a location in Canada or the United States. If a U.S address is entered, it must not be used for more than six **(6)** months of any given calendar year. If you fail to comply with this requirement or we suspect you have provided false, inaccurate or incomplete location information, we have the right to restrict your current and/or future ability to access Wi-Fi Calling. Fido will not, however, disable your ability to place a 9-1-1 call during any such restriction.
- 2. Placing 9-1-1 Calls.** If you dial 9-1-1 from your device using the mobile network (i.e., not using Wi-Fi Calling), your call routes automatically to the proper Public Safety Answering Point ("**PSAP**") based on the location you are calling from. If you dial 9-1-1 while using Wi-Fi Calling, the call will try to route over the cellular network if it is available to complete the call as a Wireless E9-1-1 call, providing a more enhanced 9-1-1 service. When the cellular network is unavailable, your call routes to a specialized emergency call centre that will transfer your call to the correct PSAP by using the 9-1-1 Emergency Address you specified or based on the location you have provided to the 9-1-1 operator. When using Wi-Fi Calling to dial 9-1-1, you must immediately inform the 9-1-1 operator of your location (or the location of the emergency, if different) if you are able to do so. It is important that you do not hang up unless directly told to do so, and if disconnected, immediately dial 9-1-1 again. You should also be prepared to provide your call-back number to the 9-1-1 operator. If you use Wi-Fi Calling to dial 9-1-1 and the Wi-Fi connection is lost, your call to 9-1-1 will drop and the specialized emergency call centre and/or PSAP will not have any method of re-connecting with you. If this occurs, dial 9-1-1 again. If you disable your cellular radio on your mobile device you may be prompted to enable the cellular signal to complete the 9-1-1 call. The option to enable your cellular radio to complete a 9-1-1 call as a wireless E9-1-1 call should always be selected.
- 3. Accuracy of 9-1-1 Information.** You agree to provide true, accurate, current and complete 9-1-1 Emergency Address and other information to Fido, and are responsible for maintaining and updating the 9-1-1 Emergency Address associated with your device. If you do not update your 9-1-1 Emergency Address and do not correctly identify the location of the emergency, 9-1-1 calls made using Wi-Fi Calling will be routed based on your previously provided 9-1-1 Emergency Address and therefore may be routed to the incorrect PSAP for the emergency location. If you are unable to speak, the dispatcher may not be able to locate you if you have failed to update your 9-1-1 Emergency Address. You may update your 9-1-1 Emergency Address in the settings section of your device. During certain periods, updates to your 9-1-1 Emergency Address may not be reflected instantly (e.g., during IT maintenance periods). When you register or update your 9-1-1 Emergency Address, it will be validated for accuracy through a Canada Post and PSAP validation service. If the validation service is not able to recognize the proposed 9-1-1 Emergency Address you provided, you will be provided with a recommendation for correction of the 9-1-1 Emergency Address. If you choose to override the recommendation, your 9-1-1 Emergency Address will be manually updated the next business day. Therefore, in the event of an emergency, you may not have a 9-1-1 Emergency Address in the database until the end of the next business day. It is strongly encouraged that you always have an alternate means of accessing 9-1-1.
- 4. Connection Time and Technical Difficulties.** For technical reasons, your 9-1-1 call may produce a busy signal or take longer to answer as compared to traditional 9-1-1 calls. The 9-1-1 service will not function if the internet access point and underlying Wi-Fi network is not configured correctly, does not have the bandwidth to carry a call, or if the Wi-Fi Calling feature is not functioning for any reason, including but not limited to, power outage, Wi-Fi or broadband service outage or suspension, network or internet congestion or disconnection, mobile network outage or service disconnection due to billing issues or breach of your Agreement.
- 5. Features Not Available for 9-1-1 Wi-Fi Calling.** The following features will not be available for 9-1-1 Wi-Fi Calling: Call Transfer (you cannot transfer a 9-1-1 call or transfer another call to 9-1-1); Conference Call (a 9-1-1 call cannot be included in a conference call); and Call Forwarding (you cannot forward calls to 9-1-1). In addition, you will not be

able to put a 9-1-1 call on hold. T9-1-1 Service is not available for 9-1-1 Wi-Fi Calling (you cannot communicate with 9-1-1 operators via text message for deaf, hard of hearing or speech impaired users).

6. **Limitation of Liability.** Fido and its service providers disclaim all responsibility for the conduct of PSAPs, all other third parties involved in the provision of emergency response services and any technical difficulties associated with the functioning of the 9-1-1 service. Fido and its service providers do not have any control over PSAPs and are therefore not responsible for whether they answer 9-1-1 calls made using Wi-Fi Calling, how they answer these calls, or how they handle these calls. Fido and its service providers rely on third parties to assist in the provision of 9-1-1 services, and disclaim any and all liability for acts or omissions by third parties in the provision of 9-1-1 services. Neither Fido nor its service providers, officers or employees may be held liable for any claim, damage, or loss (including, without limitation, legal fees) by, or on behalf of, you or any third-party user of Fido's 9-1-1 dialing capability.

## **7. Will Wi-Fi Calling always be available to me?**

Wi-Fi Calling is provided on a best commercial efforts basis, with no guarantee of continued access or quality of service related to voice connectivity, on account of its reliance on public or private internet and/or mobile data networks.