

Client Loaner Device Acknowledgement Form

For use with "In-Warranty" repair claims only.

Client Copy

Step 1: Please check only one of the following:

- I have received a loaner handset.** I agree to use the loaner in accordance with the General Terms set out below and return the loaner when my handset has come back from repair. If I do not return the loaner within **30 days** of receiving notice (by any means, including SMS and voicemail) that my handset is ready for pick-up, or if I return the loaner in damaged condition, I agree to pay its replacement cost. I acknowledge that the minimum replacement cost is \$125 for PCS and Mike loaners, and \$250 for a smartphone loaner. I acknowledge that the actual replacement cost of the loaner may be higher depending on the model provided to me.
- I have my own temporary handset that I will use while my handset is being serviced or repaired.
- I decline the loaner handset offered to me.
- No loaner handset available at the store.

Step 2: Please complete if a loaner was provided:

NAME OF ACCOUNT HOLDER

MOBILE NUMBER ON THE ACCOUNT

IDENTIFICATION OF LOANER HANDSET (ITEM SKU)

Step3: Please complete this form signing below:

CLIENT SIGNATURE

PRODUCT CARE CENTRE SIGNATURE

DATE

Client Loaner Program – General Terms and Conditions

1. **Claim under manufacturer's warranty:** The Client is claiming that the handset or accessory is defective and that such defect is covered by an applicable manufacturer's warranty. The manufacturer or its authorized service centre determines whether the claim falls within the terms of the warranty.

2. **Non-warranty/Chargeable repair:** If the defect or damage is not covered by the applicable manufacturer's warranty, repair charges will apply. No chargeable repairs are made on accessories.

3. **Types of charges:** The Client agrees to pay: (i) all repair/refurbishment charges required for non-warranty/chargeable repairs, provided that such charges shall not exceed the quoted repair charge; (ii) the replacement cost of any loaner handset not returned within 30 days of receiving notice that the Client's original handset is ready for pick-up, or returned in a damaged condition; and (iii) the repair service fee.

4. **Repair quotes:** The TELUS Product Care Centre may, from time to time, ask the Client to accept or decline an out-of-warranty repair charge quote issued by the manufacturer or its authorized service centre. In the event that the Client declines the repair the Client's original handset will be returned without repair. The Client remains responsible for any charges levied by the manufacturer to the TELUS Product Care Centre.

5. **Damage in transit:** TELUS is not responsible for damage that occurs while any handset or accessory is in transit from or to a TELUS Product Care Centre.

6. **Over the counter (swap) handsets:** In the event the Client receives a permanent replacement handset (or handset bundle if original handset was DOA) in exchange for the original handset (or handset bundle, as applicable), any such exchange shall effect a transfer of title to TELUS of the original phone/exchanged equipment.

7. **Unclaimed handsets:** If the Client fails to reclaim, in person, any handset left for repair at a TELUS Product Care Centre within 30 days of receiving notice that the Client's original handset is ready for pick-up, then the handset shall become the property of the TELUS Product Care Centre, without further notice to the Client or other formality. Any such transfer of title shall have no effect on any amounts due to TELUS pursuant to this agreement or TELUS' service terms.

8. **Use of loaner handsets:** The Client shall i) keep any loaner handset provided by a TELUS Product Care Centre in good repair, condition and working order, ordinary wear and tear excepted, ii) promptly advise the TELUS Product Care Centre of any loss, theft or destruction of the loaner handset, iii) not sell, assign, sublet, transfer, pledge, hypothecate or otherwise dispose of or encumber the loaner handset.

9. **Personal information and content:** The Client shall be responsible for removing all personal information from any loaner handset provided by a TELUS Product Care Centre prior to returning it and accepts that the TELUS Product Care Centre may loan the handset to other clients without verification of the removal of the Client's personal information. Neither TELUS or any TELUS Product Care Centre, nor the manufacturer or its authorised service centre is responsible for the loss during repair of any personal information or custom contact on the Client's original handset including, but not limited to voicemail messages, phonebooks, downloaded ring tones, images, games, phonebook or diary entries. Client consents to allowing TELUS and the original equipment manufacturers of TELUS wireless devices and certain contractors who provide support and maintenance services on TELUS branded wireless devices, including, without limitation, Research in Motion Limited, and any of the affiliates or contractors of the foregoing to collect, use and disclose the personal information contained on the Client's handset as required to provide support and maintenance services.

10. **Accessories:** Only the handset itself is required to diagnose and process a repair to the handset, and the Client must remove all accessories before sending the handset for repair. The Client acknowledges that any data on the Client's handset may be lost during repair and that any peripheral or accessory (such as a battery, headphones, memory card, stylus, charger, battery cover, etc) not removed from the Client's handset will be destroyed and not returned to the Client.

11. **Language:** The parties have required that this form and all related documents or notices be made in the English language. Les parties aux présentes ont demandé que ce formulaire et tous les documents ou avis qui en résultent soient faits en langue anglaise.

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