

## **SCHEDULE VV – REQUIRED ACCESS AND USE OF PERSONAL INFORMATION**

### **1. Required Access and Use of Personal Information**

Subject to the Privacy Obligations, TELUS may obtain Personal Information of any GPS Entity or any GPS End User in the following circumstances as required to provide Services in accordance with this Agreement:

- 1.1 for purposes of ship to address or any other address of any GPS End Users provided as part of a Service Order or by the GPS End Users;
- 1.2 when TELUS is monitoring of the use of the Services as required by Applicable Laws or as requested by a GPS Entity;
- 1.3 in the cases of suspected fraudulent activity or security investigations that are conducted in accordance with or pursuant to this Agreement;
- 1.4 for purposes of providing SMS messaging services as part of the Cellular Services, which will involve the storing of Personal Information;
- 1.5 for purposes of providing Centrex-based Voice Services and voicemail, and related storing of messages;
- 1.6 for purposes of providing any voicemail to text services (e.g. TELUS' "visual voicemail" service) to a GPS Entity;
- 1.7 for purposes of responding to \*611 enquiries from GPS End Users; and
- 1.8 as required where a GPS Entity expressly requests that TELUS store or record Personal Information in relation to the Services.

### **2. Storage And Access To Personal Information Outside Canada**

- 2.1 Further to section 8.1 of Schedule Q, the GPS Entities hereby permit TELUS to permit access to and temporarily store Personal Information outside Canada in the following circumstances as required to provide Services in accordance with this Agreement:
  - 2.1.1 for purposes of responding to \*611 enquiries from GPS End Users; and
  - 2.1.2 for purposes of providing Microsoft Live Meeting-based Web Conferencing Services.
- 2.2 The GPS Entities acknowledge that the provision of voicemail to text services under this Agreement may require TELUS to provide access to and temporarily store Personal Information outside Canada. Further to section 8.1 of Schedule Q, upon a GPS Entity ordering such Services pursuant to a Service Order or Service Change Order, such GPS Entity will be deemed to have authorized TELUS to permit access to and temporarily store Personal Information outside

Canada as required to provide such Services to such GPS Entity in accordance with this Agreement.

- 2.3 Further to section 18.1 of Schedule Q, TELUS will not be required to have Personnel and External Personnel who are Foreign Employed Individuals sign Confidentiality Covenants to provide Services in the circumstances described in section 2.1 above or voice mail to text services under this Agreement<sup>2.2</sup>.

### **3. Removal of Personal Information from Handheld Devices**

Each GPS Entity shall use commercially reasonable efforts to remove all Personal Information of such GPS Entity or any other GPS End User on a handheld device submitted to TELUS for repair or replacement under this Agreement in a manner consistent with applicable Policies.