

## RESIDENTIAL TELECOMMUNICATIONS SERVICES AGREEMENT

The Customer agrees that the terms and conditions set out below shall govern the telecommunications services that Videotron Ltd. (or CF Cable TV Inc., depending on the region) offers the Customer, including without limitation, cable broadcasting, Internet access and telephony services. The telecommunication services offered by Videotron are regulated by the Canadian Radio-television and Telecommunications Commission (the "CRTC"). Should any provision hereof be incompatible with the applicable rules enacted by the CRTC, the latter shall take precedence.

The Customer acknowledges and agrees that the terms and conditions hereof may be amended from time to time by Videotron in accordance with Section 61 hereof. An updated version of these terms and conditions is available on Videotron's Internet site at [www.videotron.com](http://www.videotron.com) or by calling customer service at the telephone number appearing on the Customer's invoice. The updated version of the Agreement shall take precedence over any other version.

### PART A – GENERAL TERMS AND CONDITIONS

#### 1. DEFINITIONS

For the purposes hereof, the following definitions shall apply:

1.1 **Customer Address** – the address where the Equipment is located and the Services are rendered, as indicated on the Customer's invoice.

1.2 **Other Services** – all Services offered by Videotron to the Customer other than the Basic Services, including, without limitation, (i) the initial installation of the Basic Service(s) (including hookup, installation and reconnection work), (ii) the sale and leasing of Equipment (iii) technical service calls and (iv) access to emergency services.

1.3 **Customer** – a natural person who procures Services for personal and residential use. Should the said Services be used for commercial purposes or as part of the operation of a business, the Customer will be transferred to Videotron's "Business" Services on thirty (30) days' notice.

1.4 **Customer Codes** – the identification elements that are attributed to a Customer by Videotron or that were attributed to a Customer by any other provider and subsequently transferred to Videotron, including, without limitation, telephone numbers, transition telephone numbers (used temporarily during telephone number transfer), calling cards, personal identification numbers ("PIN"), email addresses, IP addresses and web page URLs.

1.5 **Contract** – these terms and conditions, as amended from time to time pursuant to Section 61, as well as the invoice and Basic Services description included with the welcome letter that is sent to the Customer.

1.6 **Equipment** – Equipment or software that Videotron provides, lends, leases or sells to the Customer, as the case may be, including, without limitation, digital terminals, cable modems and wireless telephones.

1.7 **Fees** – Service termination fees and compensatory indemnities payable for broken or lost Equipment.

1.8 **Price** – the price or monthly instalments payable by the Customer for Services offered by Videotron, based on the type of Service, subscription and, to the extent applicable, subscription period selected by the Customer, the whole as described at greater length on the Customer's invoice. For greater certainty, and unless the context should indicate otherwise, "Price" also refers to the sales price or lease amount payable by the Customer, where applicable, for Equipment.

1.9 **Services** – the Basic Services and Other Services that Videotron provides to the Customer, as stipulated in the Contract. Services specifically do not include any service or equipment not contemplated by this Contract, as well as any technical support that might be necessary due to the Customer's use of equipment or material that does not comply with the minimum requirements for use of the Services.

1.10 **Basic Services** – the telecommunication Service or Services that Videotron provides to the Customer, which services may include, depending on the Customer's choice, cable broadcasting, Internet access and telephony services. Basic Services also include, to the extent applicable, (i) the loan or supply of Equipment, when included in the Price of the Basic Service in question; (ii) the granting of an exclusive and non-transferable licence to use any software that may be necessary to provide a Basic Service, as described at greater length in the software licensing agreement accompanying the said software, (iii) the use of an Internet message address (which belongs to Videotron), as well as (iv) any telecommunication service that is ancillary to a Basic Service, or any condition or option that is ancillary to such Service, including, without limitation, video on demand, à-la-carte television, long-distance services, voice messaging services, emergency call services, etc.

1.11 **Carrier or Distributor** – Videotron or any third party that owns the network through which the Basic Services are provided to the Customer, where applicable.

#### 2. SCOPE

2.1 In consideration for the Customer's payment of the Price of the Services and any other Fee, Videotron undertakes to provide the Services requested or used by the Customer, in accordance with the terms and conditions set out herein.

#### 3. PAYMENT OF SERVICES

3.1 The Customer shall be responsible for the use of the Services and Equipment, and hereby undertakes to pay Videotron the Price thereof in accordance herewith, along with applicable taxes.

3.2 Subject to the following, the Price of the Services shall be invoiced monthly in advance. The Price of some Services charged for non-recurrent events, or on the basis of the Customer's use thereof, such as the Price of video on demand or long-distance Services, shall be invoiced after they are used, based on the nature of the Service at issue.

3.3 The Customer shall be invoiced at the same billing frequency as the first Basic Service to which he subscribed, or at the usual billing frequency selected if he does not subscribe to other Basic Services.

3.4 The Price payable for a Service only provided during a portion of the invoicing period shall be calculated on a pro rata basis of the number of days that Service was provided to the Customer over the total number of days in the applicable billing period.

3.5 The amounts invoiced shall be payable on the due date indicated on the invoice sent to the Customer. Any amount invoiced remaining unpaid after the due date shall bear interest at the rate of 1.5% per month, compounded monthly (19.56% per year), computed from the billing date. Any partial payment shall first be applied to the accrued interest, then to unpaid capital, starting with those amounts that have been overdue the longest before the payment date.

3.6 Videotron may, where circumstances warrant, demand the advance payment of certain Services, an interim payment before the normal billing date or a guarantee from the Customer in the following cases: (i) the Customer has no credit history with Videotron and either cannot or refuses to provide satisfactory information on his solvency, (ii) the Customer has an unsatisfactory payment history with Videotron within the past 12 months, or (iii) the Customer presents an abnormal loss risk due to his financial situation or his use of the Services. Videotron shall inform the Customer of the specific grounds for this requirement and any applicable conditions. In the case of interim payment, any amount the Customer is required to pay shall be considered overdue three (3) days after having been undertaken or three (3) days after Videotron demands payment thereof, whichever is the latest of the two. Should the Customer fail to make an advance payment, an interim payment or provide a guarantee, as the case may be, Videotron may demand the immediate payment of any amount owing by the Customer.

3.7 The Customer hereby authorizes Videotron and any person acting on its behalf to check his credit records with any relevant financial institution before and throughout the term of this Contract, and at all times authorizes the said financial institutions and other information agencies to disclose his credit record information to Videotron and to any person acting on its behalf. The Customer hereby declares having disclosed any material fact or information respecting his financial situation which might change his ability to honour his obligations contracted hereunder.

3.8 Any amount invoiced in excess or erroneously shall be credited to the Customer, provided that the Customer contests the amount in question within ninety (90) days following the date of the invoice in question so as to allow Videotron to make the necessary verifications.

#### **4. CUSTOMER'S OBLIGATIONS AND RESPONSABILITIES**

4.1 Videotron shall remain the owner of any Equipment that is provided, leased or loaned. The Customer undertakes to use the said Equipment with care, prudence and diligence.

4.2 The Customer shall immediately notify Videotron should the Equipment provided, leased or loaned be lost, stolen, broken or destroyed. In such a case, regardless of whether or not the Customer is at fault, and in case of Equipment not being returned at the end of the Contract, the Customer agrees to pay Videotron the compensatory indemnity set out in Schedule A hereto. If the Customer does not want to replace the Equipment that was stolen, lost, broken or destroyed, and if the Customer chooses to terminate the Service associated with the said Equipment, or if the Customer terminates this Contract and fails to return the Equipment, the Customer shall then pay Videotron, in addition to the compensatory indemnity set forth in Schedule A, any other applicable Fees and other amount that would then otherwise be owing in respect of the Services offered.

4.3 Unless he receives the prior consent of Videotron, the Customer shall refrain from using equipment or software that has not been authorized by Videotron for the purposes of using the Services. Furthermore, the Equipment shall not be used anywhere other than at the Customer Address, unless otherwise indicated in the specific provisions that apply to each Service, as set out below. Finally, the Customer may neither change nor alter the Equipment or the configuration of the Equipment provided, leased or loaned.

4.4 The Customer agrees to abide by any instruction manual Videotron may provide, and with any other applicable Videotron guideline or requirement.

4.5 The Customer may not use the Services or allow the Services to be used by any person whomsoever for purposes or in a manner that is abusive or contrary to the law, including, without limitation, in a manner that jeopardizes the Services, adversely affects Videotron or a third party or prevents a third party from using the Services reasonably, fairly or proportionately.

4.6 The Customer may neither resell nor offer the Services to third parties, and this with or without consideration.

4.7 The Customer undertakes to grant any duly authorized Videotron representative reasonable access, during regular business hours, to the premises where the Services are or will be provided, as well as to the Equipment on site, and this for the purposes of installing, inspecting, repairing and maintaining the Equipment or the equipment of the Customer or a third party, to be able to work on the network of Videotron or a third party during an outage or disruption that causes the network to malfunction and to ensure that the obligations of the Customer and/or Videotron hereunder are honoured. Before entering the premises, Videotron shall obtain the Customer's authorization, except in the case of an emergency or should Videotron obtain a court order. At

the Customer's request, the Videotron representative shall present a piece of identification issued by Videotron.

## **5. SERVICE AND EQUIPMENT WARRANTY**

5.1 Videotron neither offers nor gives any explicit or implied declaration, representation or warranty whatsoever in respect of the Services beyond what is explicitly set out herein. Consequently, unless explicitly provided for herein, any explicit or implied declaration, representation, warranty or condition is hereby excluded, subject to applicable law. The Services are provided "as is" and to the extent that they are available. Without limiting the generality of the foregoing, Videotron does not warrant (i) that the Services will satisfy the Customer's needs; (ii) the performance, availability, use or continued or uninterrupted performance of the Services or of hardware or software components and, where applicable, that the said problems can be resolved; (iii) that the data or files transmitted to or received by third parties will be transmitted without being corrupted or within a reasonable time frame or without being intercepted; (iv) that the ownership rights or failure to comply with intellectual property rights or that the goods available on the Internet are of marketable quality or are suited for any particular use; and (v) that the Services offered are compatible with the Customer's software or equipment.

5.2 Notwithstanding the foregoing, the modems, cable modems, digital terminals and wireless telephones sold by Videotron are warranted against any manufacturing defect for a period of one (1) year for parts and labour. Any other Equipment sold is warranted for a period of three (3) months, unless the manufacturer offers a longer warranty period. The term of the warranty shall begin as of the activation date of the Equipment sold. Videotron shall replace any defective Equipment sold covered by this warranty with an identical piece of Equipment or by another model, in accordance with the terms and conditions of the manufacturer's warranty, provided that the Customer notifies Videotron of the defect within the warranty period. Notwithstanding the foregoing, the warranty shall not apply to any breakage or defect resulting from an accident or an event of force majeure, modifications to the Equipment sold without Videotron's authorization, or the improper or abusive use thereof. Should the Equipment sold be defective, the Customer undertakes to notify Videotron as soon as possible so that a duly authorized Videotron representative may make the necessary inspection. This warranty may not be assigned by the Customer.

5.3 Videotron may from time to time offer extended warranties in respect of certain Equipment. These extended warranties shall be offered on the terms and conditions set out herein, with the exception of the term, which shall be extended to the extent of the offer then in effect.

## **6. LIMITATION OF LIABILITY**

6.1 Videotron shall not be held liable for any material loss (including that related to software) resulting from (i) the use, validity, quality, interruption, defect or slowdown of the Services, (ii) a change in software configuration or a computer virus, (iii) the content, use or validity of Services provided on the Internet, (iv) the loss or destruction of data by means of intrusion or otherwise, (v) or the unauthorized

interception of communications. Moreover, Videotron shall not be held liable for the total or partial loss of any program, data or other information saved or stored on the Equipment.

6.2 Videotron shall under no circumstances be held liable to the Customer for any indirect, special or punitive damages, or for any economic loss whatsoever, including, without limitation, any loss of data, information, revenues or earnings, or the inability to realize projected savings.

6.3 Videotron shall under no circumstances be held liable for any loss or fees incurred in respect of any allegation, claim, proceeding or other suit arising from the use of the Services by the Customer or third party using the Customer Codes.

6.4 Should the Basic Services be interrupted for a period of at least forty-eight (48) consecutive hours rendering the Basic Services unusable, Videotron's liability shall be limited to crediting the Customer, upon written request sent no later than fifteen (15) days following the interruption, for the Price of the Basic Services that were interrupted, and this on a pro rata basis of the length of the interruption over the total period of the applicable invoice for the Basic Service at issue. No credit may be demanded in the event of a work stoppage, act of vandalism or other event of force majeure or for circumstances beyond the control of Videotron or the Carrier.

## **7. INDEMNIFICATION BY THE CUSTOMER**

7.1 The Customer undertakes to indemnify and take up the defence of Videotron and the Carrier against any claim, action, proceeding or formal notice, including legal and judicial fees, whether these be well-founded or not (the "Claim"), instituted by a third party against Videotron and the companies of its group and/or the Carrier resulting from the use, by the Customer or third parties, of Services, the Equipment or Customer Codes, or that may constitute misconduct on the part of the Customer or, pursuant to the terms and conditions hereof, a failure on the part of the Customer to abide by any one of his obligations. The Customer undertakes to indemnify Videotron and the companies of its group and/or the Carrier for damages that he may have caused them due to his misconduct or breach of his obligations. Videotron and/or the Carrier shall be entitled to participate in the defence, at their own expense, against any Claim and to be represented by the attorney of their choice.

## **8. TERM AND TERMINATION**

8.1 This Contract shall take effect upon activation of the Customer's first Basic Service. Unless the Customer has opted for an extended subscription period for a Basic Service in order to benefit from a reduced Price therefor, the subscription periods and automatic renewal periods following the initial subscription period for each Basic Service shall be:

- (a) thirty (30) days for cable broadcasting, Internet access and wireless telephony;
- (b) twelve (12) months for digital telephony by cable or software.

8.2 If the Customer has opted for an extended subscription period for a Basic Service in order to benefit from a reduced Price therefor, the subscription to such

Basic Service shall be for the subscription term selected by the Customer (the "Extended Subscription Period") and may not be terminated before expiry. Extended Subscription Periods are between 12, 24 and 36 months, depending on the Basic Service in question and the promotions then in effect. Upon expiry of the Extended Subscription Period, the Basic Service subscription shall be automatically renewed at the regular Price then in effect for the Service in question, for successive additional periods of thirty (30) days each for cable broadcasting and wireless telephone, and for periods of twelve (12) months for Internet access and digital telephony by cable or software, unless Videotron receives a notice of non-renewal from the Customer thirty (30) days prior to expiry of the Extended Subscription Period or any other renewal period, as the case may be.

8.3 The Customer explicitly and unequivocally waives the application of articles 2125 et seq. of the *Civil Code of Québec*. With the exception of the thirty (30) day subscription periods, should the Customer terminate his subscription to a Basic Service before the expiry thereof, the Customer shall pay Videotron, for each Basic Service terminated, the following penalties as damages:

Basic Service Termination Date	36-Month Commitment Penalty*	24-Month Commitment Penalty*	12-Month Commitment Penalty*
Between the 1 <sup>st</sup> and 12 <sup>th</sup> month	\$300	\$200	\$120
Between the 13 <sup>th</sup> and 24 <sup>th</sup> month	\$200	\$120	N/A
Between the 25 <sup>th</sup> and 36 <sup>th</sup> month	\$120	N/A	N/A

\*Plus applicable taxes.

8.4 Notwithstanding Subsection 8.3, for any initial subscription to an Internet access Service having started prior to August 1, 2006, the applicable penalty for termination before expiry of the term shall represent 50% of the monthly instalments remaining before expiry of the subscription period. The provisions of Subsection 8.3 shall apply as of the renewal of the said subscriptions.

8.5 In addition to the amounts provided for in Subsection 8.3, should the Customer subscribe to Other Services (including the leasing of Equipment) for an extended term within the course of a subscription to a Basic Service, he shall pay Videotron, upon termination of the Service in question, 50% of the Price of the Service in question for the remaining term of the subscription. When a modem or digital terminal has been purchased, an additional penalty representing the discount that was granted to the Customer upon acquisition of such modem or digital terminal, shall be payable by the Customer.

8.6 Videotron may interrupt the Services or terminate this Contract should the Customer fail to honour his obligations hereunder. Before interrupting the Services or terminating this Contract, Videotron shall give the Customer written notice of at least five (5) business days, unless it was unable to do so despite reasonable efforts, it

was required to take immediate action to protect the Carrier's network or it was acting in response to unlawful, fraudulent or abusive use. Such notice shall indicate:

- the reasons for the projected interruption or termination;
- any amount owing to Videotron, where applicable;
- the projected date of the interruption or termination;
- the possibility of entering into a reasonable deferred payment arrangement (if the interruption or termination is due to payment default on the part of the Customer);
- the applicable Fees, if any;
- any charge that might apply to disconnect or restore the Services, as the case may be.

8.7 If the Basic Services are restored, the Customer understands that the Customer Codes might not be the same, and hereby releases Videotron from any liability in that respect; the Customer moreover understands that Fees will be charged for the restoration of Basic Services.

8.8 Should this Contract be terminated, the Customer undertakes to return to Videotron immediately any Equipment that was provided, leased or loaned. Should he fail to do so, the Customer shall reimburse Videotron, at the latter's choice, the amount of compensatory indemnity set out in Schedule A hereto or, at Videotron's discretion, expenses that Videotron may incur to locate the Equipment provided, leased or loaned and to take possession thereof.

8.9 This Contract shall be terminated as of right without any notice being required if the Customer becomes insolvent, bankrupt, makes a general assignment of his property for the benefit of his creditors or is declared bankrupt, if he is placed under receivership or in liquidation or if he attempts to rely on any law governing insolvency, bankruptcy or arrangements with creditors.

8.10 Notwithstanding the provisions of this Section 8, Videotron may at all times terminate this Contract or a Basic Service on notice of at least thirty (30) days to the Customer. The Customer may at all times on notice of at least thirty (30) days and upon payment of the Fees owing hereunder, terminate this Contract or request a subscription for another category of Services by calling 1-88-videotron.

8.11 Should the Customer Address change to a new location where the Services are offered by Videotron, and only to the extent such Services are available at the Customer's new address, the term of the subscription may be suspended for a period not exceeding 45 days to reflect the period of time during which the Customer did not have access to the Services at his new address.

## 9. PERSONAL INFORMATION

9.1 The Customer confirms that all of the personal information he provided to Videotron is accurate, and acknowledges that he was informed that: (i) the said personal information will be used to manage his records (Service supply, credit, billing, collection); (ii) the information in his record shall only be accessed where required for the purposes of such records; and; (iii) his records will be kept at

Videotron's Residential Customer Service at the address indicated on the Customer's invoice, to which address the Customer shall send any request for access or correction of personal information. The Customer undertakes to inform Videotron promptly of any change in the personal information provided to Videotron.

9.2 The Customer acknowledges and accepts that the collection, use and communication of his personal information may be carried out by the employees, representatives, sub-contractors, service providers, consultants or other mandataries of Videotron, and this for the purposes of helping Videotron provide to the Customer those Services contemplated by this Contract.

9.3 Unless the Customer should agree thereto in writing or disclosure not be permitted by law, all information that Videotron has on a Customer is confidential, with the exception of that Customer's name, address and telephone number, and Videotron shall not communicate such confidential information to any person other than:

- the Customer;
- a person who, in the reasonable judgment of Videotron, is seeking the information as a mandatary of the Customer;
- another telephone company, provided that the information is required for the efficient and cost-effective provision of the telephone Service, that the disclosure is made on a confidential basis and that the information will be used only for that purpose;
- a company responsible for supplying the Customer with telephone or telephone directory-related services, provided that the information is required for that purpose, that disclosure is made on a confidential basis and that the information will be used only for that purpose; or
- a mandatary retained by Videotron to collect on the Customer's account, provided that the information is required for and is to be used only for that purpose.

Explicit consent may be taken to be given by the Customer where he provides:

- written consent;
- oral confirmation verified by an independent third-party;
- electronic confirmation through the use of a toll-free number;
- electronic confirmation via the Internet;
- oral consent, where an audio recording of the consent is retained by the business; or
- a consent obtained through other methods, as long as an objective documented record of Customer consent is created by the Customer or by an independent third party.

9.4 The Customer hereby authorizes Videotron to enter into his file credit information obtained in accordance with Subsection 3.7.

9.5 The Customer hereby authorizes Videotron to include his name, address and telephone number(s) to its

nominative list of customers for commercial or philanthropic prospection, and to communicate this nominative list to the companies of its group for the same purposes, the Customer being entitled to terminate this authorization at all times by means of an oral or written notice to that effect to Videotron's Residential Customer Service, the contact information of which is indicated on the Customer's invoice.

9.6 Personal information sent by the Customer to Videotron shall be processed in accordance with the law and with Videotron's policy on the protection of personal information, which is available on Videotron's web site at [www.videotron.com](http://www.videotron.com) or upon request at Videotron's Residential Customer Service, the contact information of which is indicated on the Customer's invoice.

#### **PART B – OTHER PROVISIONS APPLICABLE TO THE CABLE BROADCASTING SERVICE**

10. Videotron's obligations shall be limited to distributing programming to the Customer that it receives or produces according to the type of cable broadcasting Services specified on the invoice. However, Videotron is not responsible for the availability, content, use, validity or quality of the programs it receives or distributes by means of its cable broadcasting Service. It is also explicitly understood that the programming distributed by Videotron by means of its cable broadcasting Service is provided as part of a global subscription, and that, consequently, it is subject to change without necessarily resulting in an adjustment of the Prices or rates that may then apply.

11. Videotron reserves the right, as a condition for providing the cable broadcasting Service, to compel the Customer to subscribe and keep a minimum number of channels, the content and thematic grouping of which may from time to time be established by Videotron based on regulatory requirements and Videotron policies.

12. As of the activation date of the cable broadcasting Service, the Customer agrees to pay Videotron the Price for its "À-la-Carte" Services including, without limitation, the use of à-la-carte television or video on demand Services.

13. The Customer shall refrain from connecting the Equipment to a greater number of televisions than is indicated on his invoice or install additional cable outlets himself, failing which he shall expose himself to civil and penal sanctions. The law moreover prohibits the unpaid reception of signals, unless permitted by Videotron. Any infringement of the law could entail civil and penal sanctions.

14. If the Customer is not satisfied with his Equipment for the broadcasting Service, he may terminate this Service within fifteen (15) days following the Service activation date. For Equipment bought at Videotron, the Customer shall be refunded if the Equipment is not damaged and is returned in its original box with all of the accessories and a proof of purchase. The Customer shall pay usage fees until the return date. No termination Fees shall be charged to the Customer, provided the terms and conditions hereof are met.

**PART C – OTHER PROVISIONS APPLICABLE TO THE INTERNET ACCESS SERVICE**

15. For the High-Speed Internet, Extreme High-Speed Internet and Extreme Plus High Speed Internet packages, a ten (10) hour monthly dial-up Internet access Service is included within the territories where Videotron owns dial-up Internet access servers.

16. The Customer acknowledges and agrees that the expression “unlimited service” used in the advertising for Internet cable access refers to the time allowed for using the Internet access Service (based on intermittent use), that the number of gigabytes indicated for each type of subscription mentioned in Section 17 constitutes the Customer’s maximum use and that any excess usage of the bandwidth (i.e. beyond the maximum applicable to the Internet access selected by the Customer among the options set out in Section 17) shall be invoiced to the Customer in accordance with Section 19 below.

17. The Customer may benefit from the upload/download bandwidth activity more specifically described below:

- (a) if the Customer subscribes to the **Basic Internet Service**, the service-related activities include usage of the bandwidth of up to one 2 gigabytes (2,048 megabytes) per month of combined downloaded data (from the Internet to the Customer) and uploaded data (from the Customer to the Internet);
- (b) if the Customer subscribes to the **High-Speed Internet or Extreme Plus High-Speed Internet Service**, the service-related activities include usage of the bandwidth for data transfer of 30 gigabytes (30,720 megabytes) of combined downloaded data (from the Internet to the customer) and uploaded data (from the customer to the Internet) per month;
- (c) if the Customer subscribes to the **Extreme High-Speed Internet Service**, the service-related activities include usage of the bandwidth for data transfer of 100 gigabytes (102,400 megabytes) of combined downloaded data (from the Internet to the customer) and uploaded data (from the customer to the Internet) per month;
- (d) if the Customer subscribes to the **Ultimate Speed Internet 30 Service or the Ultimate Speed Internet 50 Service**, the service-related activities include usage of the bandwidth for data transfer of 70 gigabytes ( 71 680 megabytes) for Ultimate Speed Internet 30, or 100 gigabytes (102 400 megabytes) for Ultimate Speed Internet 50, of combined downloaded data (from the Internet to the customer) and uploaded data (from the customer to the Internet) per month.

18. As of the Internet access activation date, the Customer shall be responsible for: (1) any use he may make of the long-distance services (applicable to dial-up Internet access where the Customer requests access from an area outside his local calling area); and (2) any use exceeding the use limits described in Section 17 hereof.

19. The Customer undertakes to respect the usage limits set out in Section 17 indicated for the type of subscription selected by the Customer. Any usage in excess of the limits set out in Section 17 shall be invoiced to the

Customer as follows: (i) \$0.00776 per excess megabyte for the services provided for in paragraphs 16 (a) and (b), and (ii) \$0.00146 per excess megabyte for the services provided for in paragraphs 16 (c) and (d). For Basic Internet and High-Speed Internet, the monthly billing limit for excess usage is \$50.00 per month. For Extreme High-Speed Internet, Extreme Plus High-Speed Internet, as well as for Ultimate Speed Internet 30 and Ultimate Speed Internet 50, there is no billing limit for excess usage.

20. In the case of dial-up Internet access, the Customer acknowledges that any usage of the service beyond the time allocated under the terms of the subscription chosen by the Customer and appearing on his invoice shall be billed at a rate of \$1.00 per hour.

21. The Customer shall be responsible for installing the installation software and, where applicable, configuring his telephone communication software in order to avoid long-distance charges that might result from a faulty configuration, in which case such long-distance charges shall be assumed entirely by the Customer. The Customer undertakes not to modify, use for other purposes, decompile or copy the software licence except to the extent authorized thereunder.

22. The Customer shall also install the Equipment, (including any USB modem or Ethernet card) as well as any other accessory. The Ultimate Speed Internet 30 and Ultimate Speed Internet 50 Services are likely to require the installation of shared applications or shareware, as indicated in the installation procedures transmitted by Videotron. Where these applications are not specifically provided by Videotron, the use of such applications or shareware shall be at the Customer’s risk.

23. The Customer undertakes to abide by the acceptable terms of use governing Internet access. Videotron may, should the police so request due to a violation of the *Criminal Code* and/or notice sent to the Customer at the Videotron message address, immediately interrupt the Customer’s Internet access should it be of the opinion that the Customer has breached his undertakings set out above by engaging in the following activities:

- 23.1 transmitting or helping to transmit unsolicited messages (“spam”);
- 23.2 transmitting or helping to transmit pyramid emails;
- 23.3 uploading or downloading, recuperating or storing any information, data or material that violates privacy, is defamatory or obscene, or contains hate literature or child pornography;
- 23.4 transmitting or helping to transmit any file or document containing a “worm”, “Trojan horse”, or any other type of computer virus or other similar element that is destructive in nature or likely to harm or adversely affect a third party.

24. The Customer undertakes to refrain from using the Internet access to disseminate the data from any type of server (such as FTP, HTTP, IRC, PROXY, SMTP, POP or others) to the Internet.

25. The Internet access Service offered by Videotron supports only one Internet connection.

26. The rules for hosting a website set out below shall apply to any personal web page of the Customer hosted on the Internet servers of Videotron or its mandataries. In that respect, the Customer explicitly acknowledges that Videotron's obligation hereunder shall be limited to supplying the Customer with Internet access. Hosting the Customer's personal web pages is an additional service offered free of charge solely for the purposes of accommodating the Customer, and shall at no time constitute an obligation on the part of Videotron to continue hosting the web pages designed by the Customer. The Customer undertakes:

- 26.1 to ensure that the content of his personal web pages is not: (i) immoral, defamatory, obscene, racist, unlawful or hateful; (ii) likely to damage the reputation of any person; (iii) likely to infringe any right or title to, or interest in, an intellectual property belonging to a third party; (iv) likely to cause any damage whatsoever to a third party;
  - 26.2 to ensure that the content of his personal web pages complies with all applicable laws, regulations and orders. Moreover, the Customer shall refrain from: (i) accessing a third party's Internet server without their authorization; (ii) modify the content of a third party's web pages; and (iii) commit or otherwise attempt to commit any illegal act;
  - 26.3 to refrain from including on his web site any links referring the user to prohibited or unlawful web sites, specifically including sites such as those mentioned in Subsection 26.1;
  - 26.4 to ensure that his web pages are free of any design and performance defects, including any virus;
  - 26.5 to ensure that none of his web pages reproduce any portion of the web content of a third party without having obtained their prior consent;
  - 26.6 to hold the copyrights to any work posted on his personal web pages and to grant Videotron, free of charge, digital reproduction and adaptation rights for the exclusive purposes of creating personal web pages;
  - 26.7 to be responsible for the choice of domain name and for the content of his web pages, their update, their backup and any damages arising from their use, posting or unauthorized access. The Customer undertakes to perform any useful or necessary verification to rule out any conflict in respect of the domain name he wishes to be allocated, and agrees to hold Videotron harmless from any action that may be brought against it in that respect;
  - 26.8 to limit all of his web pages to 5 megabytes of disk space.
27. The Customer acknowledges that Videotron cannot possibly ensure a permanent and efficient control over the Customer's personal web pages. Accordingly, the Customer undertakes to exercise this control himself. However, Videotron reserves the right to monitor the content of the Customer's personal web pages from time to time, and to disclose any information that may be necessary to comply with any law, regulation or court order.

28. Videotron may, upon notice to the Customer at the Videotron message address, cease hosting the Customer's personal web pages if it believes that the Customer is in breach of any of the hosting terms of use set out herein, or should Videotron receive notice to that effect from a third party. Under no circumstances shall Videotron be held liable for any damages caused to the Customer following the cessation of the hosting of the Customer's personal web pages.

#### **PART D – OTHER PROVISIONS APPLICABLE TO THE TELEPHONY SERVICE**

29. The telephony Service shall not include options (such as call management, voice mail and other options) unless they are requested and the Customer pays the applicable Price. The other services that are not recurrent in nature, including, without limitation, access to the telephone directory Services, long-distance Services, roaming Services, text messaging Services, wireless Internet access Services, and any data transmission Service shall be invoiced per use at the Price then in effect.
30. The Customer's long-distance Service shall be carried by default by Videotron at the Videotron rates.
31. Should the Customer not wish to subscribe to the long-distance Service in accordance herewith, he acknowledges that he was notified of his responsibility to contact another long-distance service provider. The Customer understands that he will be invoiced for long-distance fees at the rates then in effect throughout the entire period during which interim long-distance services are provided to the Customer by Videotron, and this until the other long-distance service provider selected by the Customer is able to offer the said long-distance service.
32. The Customer understands that certain long-distance service providers may not be able to carry long-distance calls from the Videotron network, and therefore releases Videotron from any liability in that respect.
33. In the case of wireless telephony Service (or "WT"), the data usage rates may differ from those stated as a result of rounding rules. WT is billed in full-minute increments, and actual airtime and usage are rounded up to the next full increment at the end of each call. A minimum fee of one minute is applicable to each call. Transmission Control Protocol-Internet Protocol (TCP-IP) overhead characters will be added to all data transmissions and included in the calculation of usage. The Customer agrees to accept Videotron's calculation of usage as final. Videotron will not pool usage calculations from multiple devices activated on the Customer's behalf. Compression may impact the total amount invoiced to the Customer's account. The network may re-send data packets to ensure complete delivery and the Customer will be invoiced for these re-sent packets.
34. In the case of the cable digital telephony Service (or "DCT"), the Customer declares being in possession of all of the equipment necessary to connect to the local telephony at the Demarcation Point as defined in Section 46 below, and acknowledges having the obligation to provide the equipment (including internal wiring and cabling) that meets the minimum requirements to use DCT and the Equipment. The Customer's equipment shall, in

particular, (a) comply with the Industry Canada document "Compliance Specification for Terminal Equipment, Terminal Systems, Network Protection Devices, Connection Arrangements and Hearing Aids Compatibility" (CS-03), (b) be registered with Industry Canada in accordance with the "Procedure for Declaration of Conformity and Registration of Terminal Equipment" (DC-01) and (c) have a registration number as defined in the Industry Canada document "Self-Marking of the Certification/Registration Number on Terminal Equipment: Application Procedure and Agreement".

35. The Softphone Service (or "SP") consists of a telephone Service delivered by means of a software downloaded and configured onto a compatible computer. The SP Service includes, in addition to the usual telecommunication Service, the sub-license to use, without additional charge, the telephony software and an online personal communication system without additional charge, specifically including incoming call management and call logging.

36. Except where a telephone number is transferred, the Customer shall take all necessary steps to terminate the services provided by his former service provider, disconnect the relevant telephone lines and arrange for the appropriate call forwarding, where applicable. The Customer shall at all times remain liable for the charges and costs associated with this responsibility and for any amount owing to his former service provider.

37. The Customer understands that, in the case of DCT, any breach of Section 4.3 may render the emergency 911 Service unavailable. Contrary to Section 4.3, WT Equipment may nonetheless be used elsewhere than at the Customer Address.

38. In the case of WT, roaming services are provided whenever they are available or authorized under the roaming agreements entered into between the Carrier and third parties, and this subject to the restrictions set out therein. Furthermore, all additional Services may not necessarily be offered in each territory where roaming is available; in some territories, roaming is available only if the technology is compatible.

39. In the case of WT, all information, data, texts, software, music, ring tones, sounds, photographs, graphic art, video images, messages or any other material from third party content providers (hereinafter collectively the "Content") that is accessible by WT shall be the entire responsibility of the person who issued and is the author of the said Content. Videotron and the Content providers that are not the authors thereof shall under no circumstances be held liable for the Content, including, without limitation, any error or omission, loss or damage, resulting from the Customer's use of the Content. Consequently, the Customer hereby agrees to evaluate and assume all risks and liabilities relating to accessing, viewing, receiving, uploading, downloading or using the Content in any other way.

40. The Customer acknowledges and agrees that the Content is protected by copyright law, trademark law, service brand law, patent law and any intellectual property law or

other type of law, whether or not the application thereof is invoked. Unless explicitly authorized by Videotron or a Content supplier, the Customer agrees not to modify, lease, loan, sell, distribute or create derived works based in whole or in part on the Content or WT, or to use the Content or WT for anything other than personal purposes.

41. The Customer has no ownership right over the telephone number, Customer Codes and other identification elements attributed by Videotron hereunder, and Videotron may at all times change or withdraw the said telephone number, Customer Codes and other identification elements upon notice to that effect to the Customer. Notwithstanding the foregoing, throughout the period during which Videotron provides the telephony Service, the Customer shall hold the exclusive right to use the telephone number. Videotron may change the said number if it has reasonable grounds to do so, such as when required by a government agency, and gives the Customer reasonable written notice stating the grounds and the effective date of the telephone number change. In case of an emergency, oral notice with subsequent written confirmation shall suffice.

42. The Customer acknowledges that WT is only available when the Equipment is within operating range of the Carrier's wireless network and that WT may be temporarily refused, interrupted or limited due to: (i) limitations of the Carrier's wireless network, such as capacity limitations; (ii) transmission limitations caused by atmospheric conditions, topographical features, radio interference and other factors beyond the Carrier's control; (iii) Carrier's equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of the TW; or (iv) failure of the communication facilities of other telecommunications carriers to which the Carrier's facilities are interconnected. The Customer's calls may be temporarily disconnected for a variety of reasons, including, without limitation, atmospheric conditions, topographical features, weak batteries, system over-capacity, movement outside a service area where WT is available and gaps in the geographical location within which WT is available.

43. The Customer acknowledges that in the case of WT or the SP (i) it is possible for third parties to monitor voice and data traffic over the Carrier's facilities and privacy therefore cannot be guaranteed; (ii) if the Customer wishes to better secure transmission of data, he must provide for his own means of data encryption, at his own costs; and (iii) the Customer assumes full responsibility for the establishment of appropriate security measures (including, without limitation, the selection of passwords) to control access to his Equipment and information.

44. If the Customer is not satisfied with his WT Service, he may terminate the Service within fifteen (15) days following the Service activation date. The Customer shall be refunded if his wireless telephone is not damaged and is returned in its original box with all of the accessories and a proof of purchase. The Customer shall pay usage fees until the return date. No termination Fees shall be charged to the Customer, provided the terms and conditions hereof are met.

45. During or after the applicable warranty period, a wireless phone loan service is offered by Videotron in the case of WT. A fee of \$25 will be required for the loan of a wireless phone if the repair is not covered by warranty. Once his wireless phone is repaired, the Customer must pick up his wireless phone within thirty (30) days following the moment the Customer is informed that his wireless phone is repaired and to return the loaned wireless phone to Videotron. Upon expiry of this thirty (30) day period, Section 4.2 shall apply if the wireless telephone loaned to the Customer is not returned to Videotron, and the latter may then dispose of the Customer's wireless telephone as it may see fit should the Customer fail to pick up his wireless telephone.

46. For DCT, Videotron shall provide the Customer with all of its installation work up to where Videotron's Equipment connects to the Customer's Equipment, whether or not the Customer is the owner thereof (the "Demarcation Point"), unless indicated otherwise. Videotron shall be responsible for providing DCT only up to the Demarcation Point. The Customer shall be responsible for his own equipment, internal wiring, cabling and outlets beyond the Demarcation Point, whether or not he is the owner thereof. Videotron may, with no obligation on its part, install the internal cabling and outlets at the Customer's request and offer repair services at the Fees charged by Videotron for such work; or, also at the Customer's request, Videotron may work on the internal cabling that belongs to or is the responsibility of the Customer.

47. Videotron shall not be held liable for:

- (a) any telephony Service interruption or unavailability, including any interruption or unavailability of the emergency 911 Service or any alarm system connected to a telephone line through which Videotron provides the telephony Service;
- (b) the use of the SP Service with any other device, equipment, software or service that is not provided by Videotron;
- (c) the act, actions or omissions of the Customer or the operation or malfunction of the Customer's equipment;
- (d) any damage to the Customer's equipment resulting from the connection or disconnection to the Equipment provided or loaned by Videotron to the Customer.

48. Should there be any error or omission in the listings in the local telephone directory, whether the error or omission involves the telephone number, address or name of the Customer, Videotron's liability shall be limited to reimbursement of any applicable listing Fees charged to the Customer, for the period during which the error or omission occurred.

49. The Customer understands and accepts that there is no contractual nexus with the Carrier, and that the Customer is not a third party beneficiary of any agreement between Videotron and the Carrier. In addition, the Customer understands and accepts that the Carrier assumes no liability whatsoever to the Customer. Regardless of the cause for the action, whether for breach of contract, warranty, negligence, civil liability or other, the only recourse open to the Customer and the total liability

of the Carrier arising in any manner whatsoever from the contract between Videotron and the Carrier, including, without limitation, any loss or interruption of WT, shall be limited to payment to the Customer of an amount equal to that portion of the amount paid by the Customer for WT for the period of service during which the damages occurred.

50. Videotron's liability shall not be limited by Subsections 50.1 and 50.2 that apply to WT in cases of deliberate fault, gross negligence or anticompetitive conduct on the part of Videotron or termination of contract due to gross negligence on its part.

50.1 Save in the event of death, bodily injury or damages to the property or premises of the Customer, Videotron's liability for neglecting to provide mandatory emergency services shall be limited to the greater of the following amounts: \$20.00 or three times the amount the Customer would receive were he entitled to reimbursement for defective Service hereunder.

50.2 As far as the mandatory provision of emergency services are concerned, Videotron shall incur no liability whatsoever in respect of:

- (a) any written or oral defamation or infringement of a copyright resulting from data or messages transmitted through the telecommunications network of Videotron or the Carrier from the Customer's location or premises or recorded using the material of the Customer, Videotron or the Carrier;
- (b) any damages resulting from an act, omission or fault on the part of the Customer in his use of the material provided by Videotron or the Carrier;
- (c) any damages caused by the transmission of data or messages using the telecommunications network of Videotron or the Carrier, on behalf of the Customer, that proves to be unlawful in any respect.

51. Where the facilities of other businesses or telecommunications systems are used to establish connections with or from the facilities or material of a Customer, Videotron shall not be liable for any act, omission or fault attributable to other businesses or telecommunications systems in respect of the mandatory provision of emergency services to the Customer.

52. The SP emergency 911 Service has certain limitations compared to the enhanced 911 service (or "E911") offered on most traditional or cable telephone lines. With the E911 service, a call is immediately directed to the appropriate emergency centre, and the emergency centre operator can see the caller's telephone number and address. Some call control features are also available, such as automatic callback. However, 911 calls dialled using the SP Service are first directed to a specialized call centre. The caller must give his physical location to the specialized call centre operator, who then transfers the call to the appropriate emergency centre. The caller must then be ready to confirm his physical location and telephone number with the emergency centre operator. These steps can delay the processing of 911 emergency calls. Automatic callback is also not available with the SP 911 Service, which means the caller cannot hang up unless he is asked to do so.

53. The proper operation of the SP 911 Service will depend on whether the computer (including software elements associated therewith) on which the SP is installed is in good operating order, and on the bandwidth and quality of the Internet broadband service to which the computer is connected. The SP 911 Service will not operate in the event of a power outage or disruption of the broadband Internet Service, if the SP is not working, if the SP is not properly registered, or if the SP or Internet broadband Service is suspended or interrupted. The SP emergency 911 service is not available outside Canada and in regions that do not offer this Service.

54. There may be more network congestion or slower speeds when routing calls to the 911 service with an SP than with a traditional or cable telephone line. Consequently, if placed using an SP Service, a 911 call might take longer to be routed to an emergency centre, the voice quality may be inferior, or the call may be interrupted. If a call is interrupted, the caller should dial 911 again, and be ready to give his physical location and telephone number again.

55. The Customer undertakes to inform all of the residents of the domicile, including guests, employees and other persons who may be present at the physical location where the Customer is using the SP Service, of the limitations and notable differences between dialling 911 using an SP Service and dialling 911 from a traditional or cable telephone line.

56. Should the caller be unable to speak during a 911 call, Videotron shall transmit the Customer's Address to the specialized call centre. The Customer shall be responsible for ensuring that this address is up to date.

57. Videotron, its directors, members of management and other employees shall not be liable for any claim, damage or loss, and the Customer hereby waives any claim or cause of action arising from or related to the use of the SP 911 Service, save in the event of gross negligence or serious offence. The Customer shall defend, indemnify and exonerate Videotron and the officers, directors, employees, affiliates, agents and any other provider offering services related to the SP Service, against and from any claim, loss, fine, penalty, and any damages, fees and expenses (including, without limitation, legal fees and expenses), either on the part of the Customer or by intervention, in respect the absence, defect or outage of the SP Service (including the 911 Service), the improper routing of calls to the 911 Service and/or the inability to use the SP 911 Service or to communicate with the personnel of emergency services.

**PART E – AMENDMENTS TO THE CONTRACT AND MISCELLANEOUS PROVISIONS**

58. This Agreement shall be interpreted in accordance with the laws in effect in the province of Quebec.

59. The Customer is not authorized to assign this Contract and/or the Equipment without the prior consent of Videotron. Any such assignment shall be null and void. Videotron may assign all or part of its rights or obligations hereunder without the Customer's consent.

60. This Contract contains the entire agreement reached between the Customer and Videotron as regards the subject matter hereof, and this Contract shall take precedence over all contracts, covenants, undertakings, promises and representations in that respect.

61. **The terms and conditions hereof may be amended by Videotron from time to time. An updated version hereof will be posted on Videotron's web site at [www.videotron.com](http://www.videotron.com). A written updated version hereof is available upon request presented to Videotron's Residential Customer Service, the contact information of which appears on the Customer's invoice. This updated version, as well as the most recent invoice sent to the Customer, shall take precedence over any other version of the Contract. Notwithstanding the foregoing, any amendment hereto having an effect on the Price of Basic Services or any amendment to the material provisions of this Contract shall be sent to the Customer in writing. In such a case, the Customer may, no later than within thirty (30) days following written notice from Videotron, terminate the Basic Service affected by the amendment without any Fee whatsoever other than the amounts owing for usage of the Service up to the termination date, failing which the Customer shall be deemed to have accepted the amendments contemplated by the notice. For greater certainty, no notice shall be required under this Subsection where the amendment in question does not alter the obligations of Videotron in any material way that is unfavourable to the Customer, or where that amendment is made necessary for technological or regulatory reasons, or to ensure compliance with the law.**

**SCHEDULE A – COMPENSATORY INDEMNITY IN THE EVENT OF LOSS, THEFT, BREAKAGE, DISTRUCTION, OR FAILURE TO RETURN EQUIPMENT**

As provided for in Subsection 4.2 hereof, the Customer shall pay the following compensatory indemnities in the event of the loss, theft, breakage, destruction or failure to return any Equipment that is provided, loaned, or leased:

Type of Equipment	Amount of indemnity payable * (\$)
Internet access modem	69.00
DCT modem (without battery)	72,67
DCT modem battery	26.33
DCT modem (without battery) – 4 lines	150,00
Ultimate Speed Internet Modem	159.95
125-volt AC cord	21.00
Transformer	70.00
IP Router	249.95
Illico terminal	99,00
Personal video recorder	399.00
HD digital terminal	299.00
HD personal video recorder	599.00
Digital terminal remote	29.00

Personal video recorder remote	39.00
Power cord	5.00
Keyboard	39.95
Wireless handset loaned to Customer during repairs	200.00
Wireless charger	35,00

\* Plus applicable taxes.

*Date: March 1st, 2009*