

## **BUSINESS MOBILE WIRELESS AGREEMENT**

**PLEASE READ THIS AGREEMENT CAREFULLY:** IT CONTAINS THE TERMS AND CONDITIONS GOVERNING THE VIDEOTRON MOBILE WIRELESS SERVICES PROVIDED TO VIDEOTRON CUSTOMERS. IN CASES WHERE SERVICES SUPPLIED BY VIDEOTRON ARE GOVERNED BY THE CANADIAN RADIO-TELEVISION AND TELECOMMUNICATIONS COMMISSION (“CRTC”) AND THERE ARE DISCREPANCIES BETWEEN THE PROVISIONS HEREIN AND THE CRTC RULES, THE LATTER SHALL PREVAIL.

BY REQUESTING ACTIVATION OF THE MOBILE WIRELESS SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ALL THE PROVISIONS HEREOF.

### **AGREEMENT - VIDEOTRON MOBILE WIRELESS SERVICES**

#### **TERMS AND CONDITIONS**

For the purposes of this agreement, the following definitions shall apply:

#### **1. DEFINITIONS**

1.1 Carrier – Videotron or any other third party owner of the wireless network through which the Services are provided to the Client.

1.2 Effective Date - Commencement date of the Services provided by Videotron to the customer and, in the case of additional Services, the date on which Videotron activates such additional Services.

1.3 Equipment – Refers to equipment sold, lent or rented to the customer by Videotron or one of its authorized retailers, such as cellular, battery, SIM and accessories.

1.4 Minimum Charges - Charges payable by the customer to subscribe to the Services for the minimum subscription period selected.

1.5 Services - The services offered to the customer by Videotron as more fully described in subsections 2.1 and 2.2 of this agreement.

1.6 Specifications - The specifications related to the Services and Equipment required by the customer and supplied by Videotron, which specifications are detailed on the account statement sent to the customer by Videotron.

## 2. PURPOSE

2.1 Services - Subject to the terms and conditions of this agreement, Videotron Ltd. or CF Câble TV Inc. ("Videotron") agrees to provide the following Services to the customer:

2.1.1 mobile wireless service, or any other service which may be made available by Videotron to its customers from time to time, according to the terms and Specifications associated with the Services.

2.2 Other Services - The Services may also include, for a charge as the case may be, the following items when they are included in the Services provided to or requested by the customer:

2.2.1 identifiers allocated by Videotron or by another provider to the customer and transferred to Videotron, such as telephone number, temporary telephone number (temporarily used during a telephone number transfer), Personal Identification Number ("PIN"), e-mail address, IP address and Web page address (the "Customer Codes");

2.2.2 the options included in the Services provided to or requested by the customer (such as call management functions, voice mail, etc.);

2.2.3 on-line or telephone technical support to ensure that the Services work properly as well as maintenance and repair service following installation of the Services ("Technical Support");

2.2.4 access to 9-1-1 emergency service;

2.2.5 access to voice relay services for hard-of-hearing persons;

2.2.1 2.2.6 other services on a pay-per-use basis such as, without limitation, access to directory assistance, long-distance telephony services, roaming services, text messaging services, wireless Internet services, as well as any service allowing data transmission.

The customer understands that certain components and functions may not be available (unless otherwise indicated by Videotron) such as, without limitation, calls beginning with 1-900 and 1-976.

2.3 Exclusions – All services not covered by this agreement are specifically excluded from the Services.

2.4 No obligation to provide the Services - Videotron shall not be required to provide the Services to a person who so requests if, without limitation:

(a) the person has an overdue account with Videotron;

(b) Videotron has in the past terminated other services with the person;

(c) the person does not pay a reasonable guarantee under these terms and conditions;

(d) The other Videotron's products and services are not provided by Videotron in the person's region;

(e) any other reason as decided by Videotron.

2.5 Wireless network – Services are provided to the client through a wireless network owned by the Carrier.

2.6 Customer's account payment - Payment by the customer of his or her account constitutes confirmation that the Specifications in the statement comply with the agreement between the customer and Videotron.

2.7 Services offered for residential customers - Should Videotron consider that the customer should be transferred to the "residential" services, Videotron shall send the customer thirty (30) days' prior notice that it wishes to transfer the customer to its "residential" services section.

2.8 Resale prohibited – Reselling of the Services by the customer is prohibited. Also, the customer shall not offer the Services to third parties, for consideration or not.

### **3. PAYMENT OF SERVICES**

3.1 Charges payable by the customer - Starting on the Effective Date, in consideration of the provision of Services to the customer in accordance with the Specifications, the customer agrees to pay Videotron the amount representing the Minimum Charges indicated on the account statement. The customer also agrees to pay Videotron any other charges related to the Services described in paragraphs 2.2.1 to 2.2.6.

Data usage rates may vary from those stated as a result of rounding rules. Transmission Control Protocol/Internet Protocol (TCP/IP) overhead characters will be added to all data transmissions and included in the calculation of usage. Customer agrees to accept Videotron's calculation of usage as conclusive. Videotron will not pool usage calculations from multiple devices activated under the customer's account. 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.

Charges payable by the customer may be modified by Videotron from time to time on at least thirty (30) days' notice to the customer by regular mail or e-mail. The list of Videotron charges and rates currently in effect is available or will be eventually on Videotron's Web site at [www.videotron.com](http://www.videotron.com) or by contacting customer service at 1-800-561-4248.

3.2 Taxes - All applicable taxes are in addition to the charges and rates described in subsection 3.1.

3.3 Billing - The Minimum Charges related to the Services shall be billed in advance every month for the Services to be provided to the customer. Non-recurrent charges payable by the customer such as Technical Support shall be billed within thirty (30) days. Usage charges shall vary depending on use of the Services by the customer and shall be based on the rate determined by Videotron and billed monthly. Except for usage charges, the customer shall receive a bill according to the normal billing frequency of his or her other Videotron services or according to the normal billing frequency chosen if he or she has no other service with

Videotron. The charges payable for the provision of Services for a portion of a period shall be pro-rated to the number of days of availability of the Services to the customer in proportion to the total number of days included in such period. Advance payment on a basis other than monthly is merely a method of payment and does not grant the customer any advantage whatsoever or protection against any rate increase applicable to any portion of the period for which the customer's last payment was received. However, this subsection does not apply to the charges, rates and terms of payment which may be applicable during certain promotional periods.

3.4 Additional charges – Administration charges shall be billed to the customer for any cheque returned due to insufficient funds, for each pre-authorized payment refused by the customer's financial institution or for any debit from the customer's credit card not authorized by the issuing institution.

3.5 Billing - Charges shall be payable on the due date indicated on the statement sent to the customer (by mail or electronically), by authorized payment debited from the customer's account or by pre-authorized debit from the customer's credit card.

However, under special circumstances, such as when the customer has incurred a higher amount of charges and presents an unusual risk of loss for Videotron, Videotron may, before the normal billing date, ask the customer for an interim payment for the accrued charges, giving him or her details about the services and charges in question. In such a case, charges may be considered overdue three (3) days after they are incurred or three (3) days after Videotron has asked for payment in full, whichever occurs later. Videotron may demand immediate payment in extreme situations, provided that (a) notice has been sent to the customer and the unusual risk of loss has substantially increased since service of the notice; or (b) Videotron has reasonable grounds to believe that the customer intends to defraud it.

3.6 Interest on overdue accounts - In the event charges remain unpaid following the due date, they shall bear interest at the rate of 1.5% per month (19.56% per annum) calculated and compounded daily as of the due date. As long as charges remain unpaid, Videotron shall issue an account statement on a monthly basis. Any partial payment made by the customer shall first be applied to the accrued interest, then the unpaid capital, starting with the overdue amounts due the latest with respect to the payment date.

3.7 Guarantees – If, in Videotron's opinion, the customer represents a financial risk, Videotron may demand advance payment for certain services or any other guarantee it considers reasonable. Videotron may also, at any time and at its complete discretion, require a guarantee from the customer where the customer has no credit history with Videotron and refuses or is unable to provide, in a satisfactory manner, information on his or her solvency, the customer has an unsatisfactory credit rating with Videotron, due to his or her payment practices relating to Videotron services over the past two years, or the customer clearly presents an unusual risk of loss. Videotron shall inform the customer of the specific reasons it requires a guarantee and the applicable terms.

3.8 Credit investigation – The customer authorizes Videotron and any person acting on Videotron's behalf, to check before and during the term of this agreement, his or her credit record with the relevant institutions and authorizes financial institutions and other reporting agencies to communicate to Videotron and any person acting on Videotron's behalf the credit information obtained in his or her customer file. If, in Videotron's opinion, the customer

represents a financial risk, Videotron may demand advance payment for certain Services or any other guarantee it considers reasonable. The customer has disclosed any material fact or information regarding his or her financial situation which might alter his or her ability to fulfil the commitments contracted under this agreement.

3.9 Modifications - Videotron may, upon at least thirty (30) days' prior notice to such effect sent to the customer by regular mail or e-mail, modify the Services or any other provision of this agreement, including the charges and rates stipulated in subsection 3.1. The customer may, within thirty (30) days, cancel the Services affected by the modification, except if such modification covers an imperative component of the Services, such as 9-1-1 emergency services or network fees, failing which the customer shall irrevocably be deemed to have accepted the modifications covered by the notice. However, no prior notice shall be required with regard to a modification of the Services if Videotron's service offerings remain similar and have no impact on the charges payable by the customer. Videotron shall post the most recent updated terms and conditions on its website at [www.videotron.com](http://www.videotron.com) or inform the customer of any change by written notice.

3.10 Overdue account - In the event (i) the account sent by Videotron to the customer falls overdue or (ii) the customer fails to comply with the provisions of this agreement, Videotron may refuse to provide the customer with any additional Service or Technical Support Service pending complete payment of the overdue account and interrupt the Services in accordance with the provisions of section 11 hereof.

3.11 Contestation procedure - The customer may contest charges relating to calls, data transmission, downloading of specialised services, music, ringtones or other, by sending Videotron notice to such effect within thirty (30) days of the billing date. The customer shall pay the uncontested part of the statement. No charges contested by the customer may be considered overdue unless Videotron, at its complete discretion, has valid grounds to believe that the purpose of the contestation is to avoid or postpone payment.

3.12 Unbilled or underbilled charges – Except in the case of deceit or fraud on the part of the customer with respect to the charges, the customer shall not be required to pay unbilled or underbilled charges, except where (a) in the case of charges payable periodically or international long distance charges, such charges have been properly invoiced within one (1) year of the date on which they were incurred or (b) in the case of other charges which are not payable periodically, such charges have been properly billed within one hundred fifty (150) days of the date on which they were incurred. Under such circumstances, Videotron may not charge the customer interest on the corrected amount.

3.13 Overcharging – In the case of charges billed in error or overcharged, the customer shall be entitled to a credit for the amounts overcharged, retroactive to the date of the error, subject to applicable prescription periods prescribed by law. However, to exercise his or her right to amounts overpaid, the customer shall contest, within one (1) year of the date of the detailed statement showing the correct amount of such charges where they are payable periodically or within one hundred fifty (150) days of the statement date where the charges are not payable periodically. Any credit for charges billed in error or overcharged shall also entitle the customer to a credit for interest imputed to such charges, at a fixed monthly interest rate of 1.5% (or 19.56% annually). If charges remain overpaid, and Videotron no longer provides Services to the customer and the customer does not owe any sum to Videotron, Videotron shall reimburse the customer within forty-five (45) days of termination of the Services.

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

4.1 Liability resulting from calls and services - The customer shall be liable for all charges relating to all the Services and Equipment provided by Videotron. Without limiting the generality of the preceding, the customer shall be liable for charges relating to calls placed from his or her cellular, calls received or accepted on it and calls billed to it, regardless who made such calls.

4.2 Prohibition – Except by prior written consent of Videotron, the customer may not use an Equipment not authorized by Videotron to take advantage of the Services. The customer understands that any breach hereof may result in 911 emergency services being unavailable.

4.3 Proper use –The customer may not use the Services or allow them to be used for an unlawful purpose or in an unlawful or abusive manner including in a manner which would jeopardize the Services, harm Videotron or others, prevent others from making reasonable and proper use thereof, to send unsolicited e-mails (spam), or to make or send offensive or annoying calls or messages.

#### **5. CUSTOMER'S RESPONSIBILITIES**

5.1 Change of provider – Except where the telephone number is transferred, the customer must take the necessary steps to terminate the services provided by his or her 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 such responsibility as well as all sums owed to his or her former service provider.

5.2 Use and identifying elements - The customer shall be solely liable for his or her telephone access and the use made thereof. The customer shall also be solely liable for the use of the Services through his or her telephone number or account. It shall be up to the customer to ensure the safety and confidentiality of the Customer Codes. Accordingly, Videotron shall not be liable for any acts or omissions of the customer or any person who uses the Customer Codes. In the event the safety of information or the Customer Codes is compromised, it shall be up to the customer to immediately contact Videotron's technical department, the contact information of which is indicated on the customer's statement. Without limiting the generality of the foregoing, the customer shall be liable for all charges made to his or her account until such notice is given to Videotron.

5.3 Loss, stolen, destruction or no-return of Equipment - The customer shall immediately notify Videotron if its Equipment is lost, stolen or destroyed. The customer is liable of all charges and costs until Videotron is notified by the customer. The customer is also liable for all costs related to the replacement of its Equipment. If the customer does not wish to replace its Equipment and if the customer decides to cancel its Services, the customer shall pay Videotron all applicable termination fees. If the Equipment is rented or lent, the customer also agrees to pay Videotron, as liquidated damages, the sum of \$ 200.00 dollars plus applicable taxes.

5.4 Content – All information, data, text, software, music, ringtones, sounds, photographs, graphics, video, messages or other materials originating from third party content providers ("Content") accessed through the Services, is the sole responsibility of the person from which such Content originated. Videotron and the Content providers that are not the originators of the Content, will not, under any circumstance, be held responsible or liable in any way for, without

limitation, any errors or omissions, or any loss or damage of any kind incurred as a result of customer use of such Content. This means that the customer hereby agree to evaluate and bear all risks and responsibilities related to accessing, viewing, receiving, downloading, transmitting or otherwise using the Content.

The customer acknowledges and agrees that the Services contain Content that is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, whether or not applied for. Except as expressly authorized by Videotron or Content providers, the customer agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Content, in whole or in part, nor to use the Content or Services for purposes other than personal purposes.

## **6. PROPERTY OF VIDEOTRON**

6.1 Rented or lent Equipment - It is expressly understood by the parties that Videotron shall remain the owner of the rented or loaned Equipment and that the SIM card shall remain the property of Videotron, including the SIM card of a mobile phone sold to the customer.

6.2 Telephone Number and modification - The customer shall have no right of ownership over the telephone number and other identifiers attributed by Videotron under this Agreement and Videotron may change such number and other identifiers by giving the customer prior written notice. Notwithstanding the preceding, during the period in which the Services are provided by Videotron, the customer shall have the exclusive right to use the telephone number. Exceptionally, Videotron may change such number if it has good reason to do so and it gives the customer prior written notice including the reasons and effective date of the change of telephone number, such as a governmental authority's requirement. In an emergency, verbal notice with subsequent written confirmation shall be sufficient.

## **7. WARRANTY OF SERVICES**

7.1 No representation or warranty - Videotron makes no express or implied representation or warranty of any nature whatsoever regarding the Services and the Equipment, other than its obligations under this agreement. Any guarantee, declaration or condition, whether express or implied, is hereby excluded, subject to governing law. The Services and the Equipment are supplied "as is", contingent on availability. Without limiting the generality of the foregoing, Videotron does not warrant i) the uninterrupted functioning of the Services or their hardware components; b) that the Services meet the customer's needs; or iii) the performance, availability, use or uninterrupted functioning of the Service and, where applicable, that all functional problems can be resolved. For example, if the customer use the Services outside Canada, he or she might not be able to make international calls.

7.2 Availability of Services – The customer acknowledges and agrees that the Services are made available to he or she only when the Equipment is in operating range of the Carrier's wireless network and that the Services may be temporarily refused, interrupted, or limited because of: (i) limitations to the Carrier's wireless network, including, without limitation, capacity limitations; (ii) transmission limitations caused by atmospheric, topographical, radio interference and other factors reasonably outside of Carrier's control; (iii) Carrier's equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of the Services; or (iv) failure of the communication facilities of other

telecommunications carriers to which the Carrier's facilities are interconnected. Individual calls may be involuntarily disconnected for a variety of reasons, including without limitation atmospheric conditions, topography, weak batteries, system over-capacity, movement outside a service area where Services are available and gaps in coverage within such a service area.

7.3 Privacy – The customer acknowledges that (i) it is possible for third parties to monitor voice and data traffic over the Carrier's facilities and privacy cannot be guaranteed, (ii) if the customer desires to secure transmission of data, the customer must provide for its own means of data encryption, at its own costs and (iii) the customer assumes full responsibility for the establishment of appropriate security measures (including, without limitation, the selection of passwords and the like) to control access to its Equipment and information.

7.4 Guarantees and refund – If the customer is not satisfied of its Equipment, the customer may return such Equipment where it has been bought within fifteen (15) days of the purchase. The customer will be refund if the Equipment is not damaged and if the Equipment is returned in its original box with all accessories and a purchase proof. The customer shall pay usage fees until return date. No termination fees will be charged to the client.

7.5 Manufacturer guaranty- Since Videotron does not manufacture or make the Equipment, the only guarantees provided on such Equipment are those of the manufacturers.

7.6 Repairs – During or after the period of guarantee, a mobile phone loan service is offered by Videotron. A deposit will be required for the loan of a mobile phone if the repair is not covered by the guarantee. When its mobile phone is repaired, the customer shall take back its mobile phone within thirty (30) days following the moment the customer is informed that his or her mobile phone is repaired and to return to Videotron the loaned mobile phone. Upon the expiry of this thirty (30) day period, paragraph 5.2 shall apply if the loaned mobile phone is not returned to Videotron and Videotron may dispose of the customer's mobile phone at its entire discretion if the customer does not take back its mobile phone.

## **8. LIMITATION OF LIABILITY**

8.1 Obligations of Videotron - Videotron shall fulfil its obligations under this agreement with diligence and to the best of its ability.

8.2 Exclusions - Except in cases of gross or deliberate fault on its part, Videotron shall not be liable to the customer or any other person for damages it or persons under its control may cause, regardless of their nature. Without limiting the generality of the foregoing, Videotron shall not be liable for material loss resulting from the use, validity, quality, interruption, breakdown or slowdown of the Services provided by Videotron. In addition, Videotron shall not be liable for:

- (a) any interruption or non-availability of the Service, including any interruption or non-availability of 911 emergency service;
- (b) the acts or omissions of the customer or the operation or malfunctioning of the Equipment;
- (c) the acts or omissions of the manufacturer.



8.3 Limitations - If Videotron is nonetheless held liable for loss or damage of any nature whatsoever, its liability shall be limited to crediting the customer a sum equal to the monthly charges payable by the customer for a maximum period of one (1) month. Videotron shall in no case be held liable to the customer or a third party for any indirect, special or punitive damages, or for any economic loss whatsoever, including, without limitation, any loss of data, information, income or profit or the impossibility of making anticipated savings, resulting directly or indirectly from the negligence of Videotron.

8.4 Interruption of Services - Notwithstanding subsections 8.2 and 8.3, in case of an interruption which renders the Services unusable and is directly attributable to Videotron, Videotron's liability shall be limited to crediting, at the request of the customer, the minimum charges proportionally to the duration of the interruption in relation to the total period for which the customer must pay minimum charges. The credit shall be calculated as of the time Videotron is notified by the customer of the interruption, provided the following conditions are met: a) the customer notified Videotron forthwith in writing; b) the interruption lasted for a period of at least forty-eight (48) consecutive hours after the notice; and c) the customer sent a written request for credit to Videotron within fifteen (15) days following such notice. No credit shall be given if the interruption is caused by any situation or event arising from circumstances beyond Videotron's or Carrier's control and which it could not reasonably foresee which prevent the provisioning of the Services under this Agreement.

8.5 Sales Promotion Services - Videotron may offer certain Services to existing or new customers free of charge for purposes of sales promotion (the "Sales Promotion Services"). In such an event, Videotron shall under no circumstance owe any amount whatsoever to its customers who do not enjoy the benefit of the Sales Promotion Services.

8.6 Carrier limitation of responsibility – THE CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH UNDERLYING CARRIER AND THAT THE CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN VIDEOTRON AND THE UNDERLYING CARRIER. IN ADDITION, THE CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO THE CUSTOMER. REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, CUSTOMER'S EXCLUSIVE REMEDY AND THE TOTAL LIABILITY OF THE UNDERLYING CARRIER ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY FAILURE OR DISRUPTION OF SERVICES PROVIDED HEREUNDER, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT EQUAL TO THE PORTION OF THE FIXED MONTHLY CHARGE TO THE CUSTOMER FOR THE SERVICES RELATING TO THE PERIOD OF SERVICE DURING WHICH SAID DAMAGES OCCUR.

8.7 Limitation of liability relating to the provision of emergency services to end-users on a mandatory basis – Videotron liability is not limited by sections 8.7.1 through 8.7.3, below, in cases of deliberate fault, gross negligence or anti-competitive conduct on the part of Videotron or in cases of breach of contract where the breach results from gross negligence of Videotron.

8.7.1 - Except in cases where negligence on the part of Videotron results in physical injury, death or damage to the customer's property or premises, Videotron liability for negligence related to the provision of emergency services on a mandatory basis is

limited to the greater of \$20 and three times the amount the customer would otherwise be entitled to receive as a refund for the provision of defective service under the contract between Videotron and the customer.

8.7.2 - In respect of the provision of emergency services on a mandatory basis, Videotron is not liable:

(a) for libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over Videotron or Carrier telecommunications network from the customer's property or premises or recorded by the customer's equipment, Videotron or Carrier equipment;

(b) for damages arising out of the act, default, neglect or omission of the customer in the use or operation of equipment provided by Videotron or the Carrier;

(c) for damages arising out of the transmission of material or messages over Videotron or Carrier telecommunications network on behalf of the customer, which is in any way unlawful.

8.7.3 - When facilities of other companies or telecommunications systems are used in establishing connections to or from customer-controlled facilities and equipment, Videotron is not liable for any act, omission or negligence of the other companies or telecommunications systems in relation to the provision of emergency services on a mandatory basis to the customer.

## **9. INDEMNIFICATION BY THE CUSTOMER**

9.1 Indemnification - The customer agrees to indemnify Videotron and the Carrier and hold it harmless with respect to any claim, lawsuit, proceeding or formal notice, including judicial and extrajudicial fees, whether a case is well-founded or not (a "Claim"), by a third party against Videotron or its affiliates and/or the Carrier resulting from the use by the customer or a third party of the Services, the Equipment or Customer Codes or which may constitute misconduct on the part of the customer or failure of the customer to comply with any of his or her obligations under the terms of this agreement. The customer agrees to indemnify Videotron or its affiliates and/or the Carrier for damages caused by his or her misconduct or failure to meet his or her obligations. Videotron and/or the Carrier shall be entitled to take part in the defence against any Claim, at its expense, and to be represented by a lawyer of its choice.

## **10. TERM AND CANCELLATION**

10.1 Term - Subject to the provisions set out below and the availability of such Services, this agreement shall come into force on the Effective Date and shall have a minimum term of thirty (30) days, which shall be automatically renewed for additional successive periods of thirty (30) days. Subject to the terms of section 10 and the minimum subscription period, the customer may at any time, upon at least thirty (30) days' prior notice to Videotron, cancel this agreement or ask Videotron for a subscription to another category of Services by paying the charges for the Service provided and its termination before term.

10.2 Sales Promotion - If the subscription is part of a sales promotion offered by Videotron whereby the customer enjoys lower rates than would have been the case without such sales promotion, the subscription shall be for the period covered by the sales promotion (the "Sales Promotion Period") and may not be cancelled before such period ends. Upon expiry of the Sales Promotion Period, the subscription shall be automatically renewed under the same conditions or at the regular rate in effect for this type of subscription in accordance with the conditions of such sales promotion, unless Videotron receives a notice of non-renewal from the customer within ten (10) days preceding expiry of the Sales Promotion Period.

10.3 Cancellation in the context of a sales promotion - Notwithstanding the provisions of subsection 10.2, should the customer cancel a subscription contracted as part of a sales promotion before the expiry of the Sales Promotion Period or during any renewal thereof, the customer shall pay Videotron the following penalties, as damages:

10.3.1 if the Sales Promotion Period is 36 months, a penalty of \$300 plus applicable taxes if the customer cancels its subscription between the first and twelve months of the Sales Promotion Period; a penalty of \$200 plus applicable taxes if the customer cancels its subscription between the thirteenth and twenty fourth months of the Sales Promotion Period; or a penalty of \$120 plus applicable taxes if the customer cancels its subscription between the twenty-fifth and thirty-sixth months of the Sales Promotion Period.

10.3.2 if the Sales Promotion Period is 24 months, a penalty of \$200 plus applicable taxes if the customer cancels its subscription between the first and twelve months of the Sales Promotion Period; or a penalty of \$120 plus applicable taxes if the customer cancels its subscription between the thirteenth and twenty fourth months of the Sales Promotion Period.

10.3.3 if the Sales Promotion Period is 12 months, a penalty of \$120 plus applicable taxes if the customer cancels its subscription between the first and twelve months of the Sales Promotion Period.

10.4 Termination for change - Where the provisions of subsection 3.9 apply.

## **11. INTERRUPTION OR CANCELLATION BY VIDEOTRON**

11.1 Interruption or cancellation by Videotron - Videotron may interrupt the Services or cancel this agreement on the following grounds and under the following circumstances:

- (a) the customer fails to pay an account when due;
- (b) the customer fails to give a guarantee when required to do so under sub-sections 3.7 of this agreement;
- (c) the customer fails to comply with the conditions of a deferred payment agreement;
- (d) the customer breaches any of the provisions of this agreement and does not remedy such breach within five (5) days;
- (e) the customer uses or allows other persons to use the services of Videotron to prevent others from making reasonable and proper use thereof;

- (f) the customer uses or allows other persons to use the services of Videotron in an unlawful manner or to make offensive or annoying calls;
- (g) the customer breaches subsections 4.2 and 4.3 of the agreement;
- (h) the customer does not make the payment requested by Videotron under subsections 3.1 to 3.13;
- (i) regulatory or legislative change or a change in government policy makes the agreement or the Services unenforceable or unlawful;
- (j) termination of Services by the Carrier.

11.2 Videotron shall not interrupt or cancel the service under the following circumstances:

- (a) when the customer is prepared to enter into and comply with a reasonable and mutually acceptable deferred payment agreement; or
- (b) when the customer contests charges but pays the uncontested charges payable and Videotron has no reason to believe that the contestation is intended to avoid or delay payment.

11.3 Before interrupting service or cancelling the Service, Videotron shall give the customer reasonable advance notice indicating:

- (a) the reason for the expected interruption or cancellation;
- (b) any amount owed to Videotron, where applicable;
- (c) the expected date of the interruption or cancellation;
- (d) the possibility of entering into a reasonable deferred payment agreement (where the reason for the interruption or cancellation is that the customer has not paid charges);
- (e) the charge for disconnecting the Services, where applicable;
- (f) the charges for restoring the Services, where applicable;
- (g) the charges for cancelling the Services, where applicable. Cancellation charges mean: i) the amount owed by the customer to Videotron in accordance with this agreement; and ii) any amount payable by the customer to Videotron under this agreement for the remaining period of this agreement.

11.4 When Videotron cannot, notwithstanding repeated efforts, contact the customer, it shall send such prior notice to the billing address.

11.5 Other than the above-mentioned prior notice, Videotron shall also notify the customer or another responsible person that the interruption or cancellation of the Services is imminent, at least twenty-four (24) hours before the interruption or cancellation of the service, unless (a) it is unable to do so despite repeated efforts; (b) immediate steps must be taken to protect Videotron

from harm to the network resulting from equipment supplied by the subscriber; or (c) the interruption or cancellation is the result of a failure to pay at the request of Videotron in accordance with subsection 3.5.

11.6 The interruption or cancellation of Services by Videotron shall not exempt or release the customer from his or her obligation to pay all charges owed to Videotron until the date of such interruption or cessation. Following cancellation of the agreement, Videotron shall reimburse the customer, where applicable, the overpaid portion of his or her monthly charges. For any comment or information with respect thereto, the customer may contact customer service, the contact information of which is indicated on the customer's account statement.

11.7 Videotron shall restore service at the request of the customer when the grounds for the interruption or cancellation of the Services no longer exist or full payment has been made. The customer understands that, when the Services are restored, the telephone number given may not be the same and releases Videotron from all liability therefrom and that restoration of service fees will be charged.

11.8 Bankruptcy and insolvency - This agreement shall be cancelled as of right without any notice being required where the customer becomes insolvent, makes a general assignment of his or her property for the benefit of his or her creditors or is declared bankrupt, if he or she is placed under receivership or in liquidation or if he or she attempts to rely upon any law governing insolvency, bankruptcy or arrangements with creditors.

11.9 Effects of cancellation - Upon cancellation of this agreement, all obligations of Videotron hereunder shall be extinguished.

## **12. PERSONAL INFORMATION**

12.1 Customer's personal information – Unless a customer provides express consent or disclosure is pursuant to a legal power, all information kept by Videotron regarding the customer, other than the customer's name, address and listed telephone number, is confidential, and may not be disclosed by Videotron to anyone other than:

- a) the customer;
- b) a person who, in the reasonable judgement of Videotron, is seeking the information as an agent of the customer;
- c) another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service, the disclosure is made on a confidential basis with the information to be used only for that purpose;
- d) a company involved in supplying the customer with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose;
- e) an agent retained by Videotron in the collection of the customer's account, provided the information is required for and is to be used only for that purpose;
- f) a public authority or agent of a public authority, for emergency public alerting purposes, if a public authority has determined that there is an imminent or unfolding danger that threatens the life, health or security of an individual and that the danger could be avoided or minimized by disclosure of information.

Express consent may be taken to be given by a customer where the customer provides:

- a) written consent;

- b) oral confirmation verified by an independent third-party;
- c) electronic confirmation through the use of a toll-free number;
- d) electronic confirmation via the Internet;
- e) oral consent, where an audio recording of the consent is retained by the carrier; or
- f) consent through other methods, as long as an objective documented record of customer consent is created by the customer or by an independent third party.

12.2 Customer's personal information - The customer confirms that all personal information provided to Videotron is accurate and acknowledges that he or she has been informed: a) that such personal information will be used for management of customer records (credit, billing, collection); b) that the information contained in the customer record shall be accessible only if necessary in connection with the purpose of such record, to employees or agents of Videotron in the performance of their duties; and c) that the customer record will be kept at Videotron's customer service, at the address indicated on the customer's statement, to which the customer shall send any request for access or correction of personal information. The customer agrees to inform Videotron promptly of any change to the personal information provided to Videotron. The customer shall be entitled to examine at any time the information Videotron holds about him or her.

12.3 Credit record – The customer authorizes Videotron to enter the credit information obtained according to paragraph 3.8, in his or her customer file.

12.4 Name list - The customer authorizes Videotron to include his or her name, address and telephone number(s) on its list of customers for business development or philanthropic purposes, and to forward such list to its affiliates for the same purposes, and the customer shall have the right to withdraw this authorization at any time, by means of a verbal or written request to such effect to Videotron's customer service, the contact information of which is indicated on the customer's statement.

12.5 Protection of personal information - The personal information supplied by the customer to Videotron shall be treated in accordance with Videotron's policy on the protection of personal information, which is available upon request at Videotron's customer service, the contact information of which is indicated on the customer's account statement.

### **13. GENERAL PROVISIONS**

13.1 Excerpts and headings - When the provisions of this document or certain of these provisions appear on the back of a document other than this agreement, they constitute a reminder of these agreement conditions. Headings are included for ease of reference only and shall in no way affect the interpretation of the provisions of this agreement.

13.2 Governing law - This agreement shall be interpreted in accordance with the laws in force in the Province of Quebec and shall be subject to the jurisdiction of the courts of the District of Montreal.

13.3 Customer service - Any questions or complaints concerning the Services or the customer's account should be addressed to Videotron's customer service, the contact information of which is indicated on the customer's statement.

13.4 Transfer - The customer is not authorized to transfer this agreement or the Equipment without the prior written consent of Videotron. Any attempt by the customer to transfer this agreement, the modem or the Equipment without the prior consent of Videotron shall be null and void. Videotron is authorized to transfer its rights or obligations under this agreement or its interests herein.

13.5 Entire agreement - This agreement sets out all the terms agreed upon between the customer and Videotron pertaining to the subject matter hereof, and takes precedence over all agreements, covenants, promises and representations relating thereto.

13.6 Use of Equipment and Services - The customer shall not rent, transfer or lend the rented or bought Equipment or permit use of the Services for commercial gain or purposes of public representation.

13.7 Successors and assigns - The provisions of this agreement shall be binding upon and enure to the benefit of Videotron and the customer as well as their respective successors and assigns.

13.8 Effect of waivers - No waiver of any provision or condition of this agreement or covering any breach or default thereof shall be effective unless it is set forth in writing and signed by the party making such waiver, and the latter shall not constitute a waiver of any provision or condition of the agreement or any subsequent breach or default of the same or a similar nature.

13.9 Severability - The invalidity, illegality or unenforceability of any of the provisions of this agreement shall not affect or invalidate any other provision hereof.

September 15, 2009