

COGECO CABLE CANADA LP - General Terms and Conditions - Business

Last revision: September 1, 2009

PLEASE RETAIN FOR FUTURE REFERENCE

1. Cogeco Cable Canada LP ("COGECO") provides Cable Television, Business High Speed Internet and Digital Phone services to its business Customers (hereafter, "COGECO's Services" or "Services", unless the context requires otherwise).
2. Definitions: In this Agreement, i) "Customer" shall mean a person acting for commercial or business purposes, named on the invoice and responsible, unless otherwise agreed with COGECO, for paying the charges for the Services provided under the Agreement and entitled to receive any notice and information relating to this Agreement or the Services; and ii) "Agreement" shall mean the agreement in effect from time to time between Cogeco and the Customer which is subject to amendment in accordance with section 15 hereof, including, but not limited to, the present Terms and Conditions, and any other document or form designated by COGECO as forming part of the Agreement.
3. By using COGECO's Services, the Customer expressly agrees to be bound by the terms and conditions of this Agreement. If the Customer does not agree with the terms and conditions of the Agreement, the Customer must immediately cease using the Services and so notify COGECO.
4. Customer accounts are due and payable in full by the due date shown on the invoice or as agreed by the Customer through its initial pre-authorized bank withdrawals or credit card payment authorization.
5. The Customer agrees to pay the total charges due in accordance with section 4 hereof using any of the following methods: (i) automatically by pre-authorized bank withdrawals or credit card payment; (ii) by mailing a cheque or money order to COGECO; (iii) by telephone/PC banking; or (iv) at any financial institution.
6. An administration charge will be levied if the Customer's cheque is returned for insufficient funds (NSF) or in the case of a refused bank account or credit card pre-authorized debit. Any amount unpaid after the due date shall bear interest at a rate of 2% per month (24% per annum) calculated and compounded monthly. An additional collection charge will be levied if costs are incurred as a result of collection efforts on outstanding amounts.
7. Overdue accounts may result in suspension or cancellation of any or all of the Services provided by COGECO. If a service call is required to restore any Customer's Service which has been suspended or terminated for non-payment, a reconnection charge will apply.
8. The Customer shall notify COGECO in writing or orally of any errors, irregularities or omissions on the invoice within sixty (60) days of the invoice date. Failure to contact COGECO within this time period will constitute the Customer's acceptance of the charges set out in the invoice.
9. Only one television set, FM receiver or cable modem may be connected to any outlet. In the event that the Customer fails to comply with the present section, Cogeco shall have the right to recover from the Customer any and all charges that may be incurred in order to render the Customer's use of the Services authorized and lawful.
10. It is acknowledged by the Customer that there are provisions in the Criminal Code of Canada which refer specifically to "telecommunication services" or "computer services", which include the Services provided by COGECO, and that any unauthorized connection to COGECO's Services or equipment, interfering or tampering with COGECO's Services or equipment or unauthorized use of COGECO's Services or equipment is prohibited and may constitute theft under the Criminal Code of Canada. The Customer must immediately inform COGECO, either in writing, by calling COGECO'S customer service or by accessing the www.cogeco.ca website, if the Customer notices, at any time, that any of the Services is either stolen or being used unlawfully.
11. The Customer agrees not to use the Services in a manner that is contrary to applicable laws or regulations. Any breach of applicable laws or regulations may result in the termination of this Agreement and/or any of the Services used wrongfully being disconnected or suspended.
12. The Customer agrees that all equipment installed or provided by COGECO shall remain the property of COGECO, except for equipment purchased and paid for by the Customer which is neither returnable to nor refundable by COGECO. Fees may be charged to the Customer for the installation of the Services. The Customer will protect the equipment from defacing, tampering or damage, and will not permit anyone other than a representative of COGECO to perform any work on such equipment, unless otherwise especially allowed by COGECO. The Customer acknowledges and accepts full responsibility for all equipment installed by COGECO at the service address and agrees to reimburse COGECO for the full cost of the repair or replacement of any lost, stolen, unreturned, damaged, mortgaged, sold, transferred, leased, encumbered or assigned equipment or part thereof. The Customer is responsible for returning COGECO's relevant equipment upon termination of a Service or this Agreement, to COGECO's closest retail location or, in the absence of such retail location, to contact COGECO to arrange for equipment return. In the event the Customer fails to return said equipment or fails to comply with the terms and conditions of this Agreement, COGECO may, at its option, repossess such equipment and charge the Customer any costs incurred in connection therewith, or charge the Customer the full replacement cost of the unreturned leased equipment.
13. The Customer hereby grants COGECO, its employees, representatives, contractors, subcontractors and agents reasonable access to the Customer's premises or service address at reasonable hours to install, inspect, service, maintain, restore, remove

- or disconnect COGECO's Services or equipment. Charges may apply if a service call is required to restore the any of the Services of a Customer and it is determined that the problem does not originate from COGECO's network. Charges may also apply if the Customer solicits COGECO's technical assistance by telephone. In addition, charges may apply in the event that the Customer expressly requests that the Services currently delivered by COGECO be modified.
14. If the Customer does not own the premises where the Services are provided, the Customer warrants that the Customer has the consent of the owner of the premises or otherwise has the authority to allow COGECO to install, inspect, service, maintain, remove or disconnect COGECO's Services.
 15. COGECO may propose to change, modify, add or remove any provision of this Agreement (including the *Acceptable Use Policy* referred to below) at any time. Such changes may include, without limitation, modifications, additions to or removals from the Services, their features and charges, or the terms and conditions upon which COGECO distributes and the Customer receives the Services. COGECO may provide written notice to the Customer, which notice may be sent via e-mail, mail or by posting such changes on its www.cogeco.ca website. The Customer's continued use of a Service following implementation of such a change shall be deemed to be the Customer's acceptance of any such change. The Customer is encouraged to visit the <http://www.cogeco.ca> website from time to time to check for any changes of the terms and conditions of this Agreement.
 16. Subject to the any other provision to the contrary in this Agreement, namely that may provide for a specific duration of the Agreement or a monetary commitment by the Customer, the Customer may at any time, upon at least thirty (30) days' prior notice to COGECO, cancel this Agreement or any Service provided under the Agreement. Applicable charges shall continue to apply until the thirty (30) days have elapsed. The Customer shall remain liable for the payment of all outstanding balances accrued up to the date of termination.
 17. In addition to all other rights given to COGECO under this Agreement (including in the *Acceptable Use Policy* referred to below, where applicable), COGECO may:
 - (a) at any time, upon at least five (5) days' prior notice to the Customer, cancel this Agreement or any Service provided under the Agreement; or
 - (b) at any time and without prior notice to the Customer, disconnect or suspend the Customer's access to the Services or cancel the Agreement (i) if the Customer fails to comply with one or more of the provisions of the Agreement; or (ii) upon the occurrence of any act of bankruptcy on the part of the Customer, or if the Customer becomes insolvent, relies upon any law governing insolvency, bankruptcy or arrangements with creditors or upon the commencement of bankruptcy proceedings against the Customer.
 18. **COGECO DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE SERVICES. COGECO WILL NOT BE LIABLE FOR ANY INTERRUPTIONS IN SERVICE OR ANY DELAY OR FAILURE TO PERFORM. COGECO DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE SERVICES PROVIDED TO THE CUSTOMER. THE CUSTOMER ACKNOWLEDGES THAT COGECO AND ITS AFFILIATES, DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS AND CARRIERS, SHALL NOT BE HELD LIABLE WITH REGARD TO ANY DAMAGE ARISING OUT OF, DIRECTLY OR INDIRECTLY, OR RELATING, IN ANY MANNER, TO THE SERVICES. IN NO EVENT SHALL COGECO HAVE ANY LIABILITY TO THE CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE SERVICES THAT ARE THE SUBJECT MATTER OF THIS AGREEMENT AND IN NO EVENT SHALL COGECO'S LIABILITY TOWARD THE CUSTOMER EXCEED THE TOTAL AMOUNT PAID TO COGECO BY THE CUSTOMER FOR ANY AFFECTED SERVICE, DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. THIS SECTION SHALL CONTINUE TO APPLY NOTWITHSTANDING EXPIRATION OR TERMINATION OF THE AGREEMENT.**
 19. COGECO collects information on its customers and uses such information to develop and maintain its relationships with its customers, its employees and other persons; to provide its Services, or to receive services it requires, and to ensure that all related transactions are supported and implemented; to understand and assess the interests, wants and needs of customers with a view to improving current Services, or to offer new services; to manage its business and to ensure the efficiency, reliability and security of its systems; and to fulfill its obligations under the law.

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

 - the Customer;
 - a person who, in the reasonable judgment of the company, is seeking the information as an agent of the Customer;
 - another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose;
 - 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; or
 - an agent retained by COGECO in the collection of the Customer's account, provided the information is required for and is to be used only for that purpose.

Express consent to disclosure may be taken to be given by a Customer where the Customer 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 carrier; or
- 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.

By entering into this Agreement, the Customer hereby expressly consents to COGECO requiring, collecting from and providing to third parties, including but not limited to, credit reporting agencies, credit history information regarding the Customer and associated account. The Customer also hereby expressly consents to COGECO requiring and collecting from the Customer, and providing to third parties, information for the purposes set forth in the first paragraph of this section.

For more information about the privacy of the Customer's personal information, please visit our website at www.cogeco.ca.

20. Any claim, dispute or controversy (whether in contract or tort, or pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of: (a) this Agreement; or (b) the Services; (a "Claim"), will be referred to and determined by arbitration. Customer agrees to waive any right to commence or participate in any class action against COGECO related to any Claim. If Customer has a Claim, written notice to arbitrate shall be delivered to the head office of COGECO, attention: Chief Legal Officer and Secretary. All arbitration claims shall be conducted by one arbitrator in Toronto, Ontario pursuant to such rules as may be agreed upon by COGECO and Customer. If COGECO and Customer are unable to agree upon such rules, it will be conducted in accordance with *Arbitration Act* (Ontario) if the Services are delivered to the Customer in Ontario, or with the *Code of Civil Procedure (Québec)* if the Services are delivered to the Customer in Québec. Each of COGECO and Customer shall be responsible for their own fees and expenses, and shall share the costs of arbitration equally.
21. The failure of COGECO to enforce this Agreement, for whatever reason, shall not be construed as a waiver of any right to do so at any time. The Customer agrees that if any portion of this Agreement is held to be invalid or unenforceable, the remaining portions will subsist in full force and effect.
22. This Agreement shall be governed by, and construed in accordance with, the laws applicable in the Province in which the Services are delivered by COGECO to the Customer.

SPECIFIC TERMS AND CONDITIONS APPLICABLE TO COGECO HIGH SPEED BUSINESS INTERNET SERVICE - ACCEPTABLE USE POLICY

23. By using COGECO's High Speed Business Internet Service, the Customer agrees not to use this Service in a manner that is contrary to applicable laws and regulations and COGECO's *Acceptable Use Policy* ("AUP") which forms part of this Agreement and is available on the www.cogeco.ca website. If the Customer does not agree with the terms and conditions of the AUP, the Customer must immediately stop using the High Speed Business Internet Service and immediately notify COGECO customer service that the Customer is terminating this Service.

SPECIFIC TERMS AND CONDITIONS APPLICABLE TO COGECO DIGITAL PHONE SERVICE

24. The COGECO Digital Phone Service should only be used from the Customer's telephone located at the Customer's service address, which is connected to COGECO's multifunction cable modem. The Customer shall not use this Service for activities that include telemarketing (including without limitation charitable or political solicitation or polling), autodialing, continuous or extensive call forwarding, fax broadcast or fax blasting. The Customer is also prohibited from reselling or transferring this Service to any other person for any purpose, or charge any fees for the use of this Service, without express prior written permission from COGECO.

Upon discovering that use of this Service or any functionalities related thereto by Customer is contravening the terms of the present section or exceeds reasonable usage limits as determined by COGECO, at its sole discretion, COGECO may, at any time and without prior notice, limit or suspend access by the Customer to this Service. In such cases, the Customer must contact COGECO's customer service which may require payment of owed charges in order to restore Customer access to this Service.

25. THE CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THIS SERVICE MAY BE DISRUPTED IN THE FOLLOWING (BUT NOT LIMITED TO THESE) CASES: ELECTRIC POWER OUTAGE, AN INTERRUPTION OF THE

INTERNET SERVICE OR THE SUSPENSION OR CANCELLATION, IN ACCORDANCE WITH THIS AGREEMENT, OF THE COGECO DIGITAL PHONE SERVICE BY COGECO.

26. COGECO reserves the right to change the number assigned to the Customer, but will, however, take all reasonable measures to prevent such an occurrence. In the event of such a change, COGECO will endeavour to give reasonable prior notice to the Customer.
27. COGECO's multifunction cable modem shall remain where this Service was initially installed and as long as the Customer uses or subscribes to COGECO's Digital Phone Service, in order to ensure that the 911 calls will be handed off to the Emergency 911 Call Center serving the Customer's service address, and that the address from which a 911 call is placed will correspond to the physical address registered in the 911 database associated with the Customer's telephone number. **The Customer understands that any breach hereof may result in the 911 emergency services being unavailable.**

The COGECO Digital Phone Service allows access to the 911 emergency service in the traditional manner, as long as COGECO's multifunction cable modem connected to the Customer's telephone set remains, as required, at the same physical address given to COGECO at the time the initial installation of such Service was made.

Emergency 911 service will not work properly if the Customer experiences one of the following (but not limited to these) technical problems with COGECO's Digital Phone Service: failure of COGECO's multifunction cable modem; a gateway configuration problem; an electrical power outage, an Internet Service outage or a suspension or cancellation of the Digital Phone Service by COGECO in accordance with this Agreement.

IN LIGHT OF THE CHARACTERISTICS AND LIMITATIONS OF THE 911 SERVICE DESCRIBED ABOVE, THE CUSTOMER ACKNOWLEDGES THAT COGECO AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND CARRIERS, SHALL NOT BE HELD LIABLE WITH REGARD TO ANY DIRECT OR INDIRECT DAMAGE ARISING, DIRECTLY OR INDIRECTLY, FROM THE OPERATION OF THE 911 SERVICE.

28. COGECO will not incur nor assume any liability whatsoever arising from the connection to COGECO Digital Phone Service of non-voice equipment, such as medical monitoring devices or security systems. By accepting this Agreement, the Customer waives the right to make any claim against COGECO for any interference with or disruption of such systems due to their connection to COGECO's Digital Phone Service. The Customer acknowledges that such non-voice equipment connected to COGECO Digital Phone Service may not be available or may be disrupted in the cases set forth in section 25 above. In the event the Customer decides to proceed with the connection of such non-voice equipment to COGECO Digital Phone Service, the Customer shall seek and obtain confirmation from the supplier or manufacturer thereof that the same is compatible and may be used efficiently with the COGECO Digital Phone Service, and shall perform usual required tests.
29. In the case of errors or omissions in directory listings, whether or not the error or omission is with regard to a telephone number, COGECO's liability is limited to correcting the error or omission that has occurred.