

Cogeco Cable Québec General Partnership - General Terms and Conditions

Last revision: September 1st, 2009

PLEASE RETAIN FOR FUTURE REFERENCE

1. Cogeco Cable Québec General Partnership ("COGECO") provides Cable, High Speed Internet, Digital Phone services as well as other value added services to its Customers ("COGECO's Services" or "Services", unless the context requires otherwise).
2. In this Agreement, i) "Customer" shall mean the person named on the invoice, residing in the Province of Québec, and responsible for paying the charges for the Services provided under this 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 16 hereof, including, but not limited to, the present Terms and Conditions, and any other document or form that may be designated by COGECO from time to time in accordance herewith as forming part of the Agreement.
3. By using the Services provided by COGECO in Québec, 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 may exercise the right to terminate the Agreement according to the termination provision included herein and cease using the Services. The Customer shall be responsible for ensuring that the Services are used in accordance with this Agreement.
4. COGECO Customer accounts are due and payable in full by the due date indicated (i) on the invoice; (ii) on the Customer statement issued following its initial pre-authorized bank withdrawals or credit card payment authorization, if applicable; or (iii) as otherwise indicated by COGECO to the Customer.
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; (iv) at any financial institution; or (v) by credit card, through the call center or COGECO website.
6. An administration charge will be levied, if the Customer's cheque is returned for insufficient funds 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 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 cancellation of the Services referred to thereon. If a service call is required to restore any Customer's Service which has been terminated for non-payment, a reconnection charge will then apply.
8. COGECO reserves any and all rights, whenever it will observe that the use of Services or related products (such as, and without limiting the generality of the foregoing, long-distance telephone service, Pay-Per-View movies or events or Video on Demand movies) by the Customer exceeds a reasonable limit, as determined by COGECO in its sole judgement, to temporarily suspend or restrict the Customer's access to those Services or products and/or any other products related thereto, without notice or delay. The Customer will then have the obligation to contact COGECO's customer service, which may at that time require from the Customer, as applicable, a payment to cover the cost incurred by prior excessive consumption of those Services, enabling the Customer to have access again to such Services. For the purposes of this Agreement, shall be considered as exceeding a reasonable limit any usage that restricts or inhibits other users from using or enjoying the Services in an adequate manner, creates an unusually large burden on the COGECO network, generates levels of traffic impeding other users' ability to transmit or receive information, or that could eventually result in significant amounts to be paid by the Customer related to the use of such Services or related products.
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 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 without the payment of the prescribed fees 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 at 1-800-665-5151 or by accessing the www.cogeco.ca website, if the Customer becomes aware, 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 immediate termination of this Agreement or the disconnection or suspension of the Service used illegally and any other Service related thereto.
12. The Customer agrees that the equipment installed or provided by COGECO shall remain the property of COGECO, except for equipment purchased and paid for by the Customer, which equipment is neither returnable to nor refundable by COGECO. Fees may be charged to the Customer for the installation of the Services and/or equipment. The Customer will protect COGECO's equipment from defacing, tampering or damage, and will not permit anyone other than a representative of COGECO to perform any work, repairs, modifications on such equipment, unless otherwise expressly allowed by COGECO. COGECO's equipment shall remain where the Services were initially installed and as long as the Customer subscribes to those Services. The Customer acknowledges and accepts full responsibility for all equipment installed by COGECO at the service address and use thereof 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. The Customer is responsible for returning COGECO's relevant equipment upon termination of a Service or this Agreement, to COGECO's closest place of business or, in the absence of such place of business, 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 whenever possible and charge the Customer any costs incurred in connection therewith, or charge the Customer the full replacement cost of the unreturned COGECO's 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 any of the Services of a Customer and it is determined that the problem does not originate from COGECO's network or equipment. 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 wishes to switch to a lower-rate package for a COGECO Service.
14. If the Customer does not own the premises where the Services are provided, the Customer represents 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. The Customer may obtain more information about the fees applicable under this Agreement on the www.cogeco.ca website or by contacting COGECO's customer service at 1-800-665-5151.
16. COGECO may, at its discretion, modify, add or remove any provision of this Agreement (including the Acceptable Use Policy referred to below, if applicable) at any time. Such changes may also 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 inform the Customer of any such change by using any means allowing the Customer to become aware thereof and namely, by sending the Customer a written notice or by posting such changes, additions or removals on its www.cogeco.ca website, or by sending notice via e-mail to Customers of its Internet service. The Customer's continued use of the Services following notice of such modification, addition or removal shall be deemed to be the Customer's acceptance of any such modification, addition or removal.
17. Subject to the qualification set out in section 18 below or unless the Agreement is concluded for a defined term, 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 or, as the case may be, until the expiration of the term provided for in the Agreement. If the Agreement is concluded for a defined term, and unless COGECO is otherwise notified by the Customer, the Agreement shall automatically renew at the expiration of the defined term at the regular rates then in effect for the Services, and shall thereafter be terminated in accordance with the terms set out at the beginning of this section. The Customer shall remain liable for the payment of all outstanding balances accrued up to the date of termination or expiration.
18. In the event the Customer subscribed to a Service as part of a promotion ("Promotion") offered by COGECO whereby the Customer enjoys lower rates than would have been the case without such Promotion, this Agreement shall then be for a term of at least the minimum contract period required by the Promotion (the "Promotion Period"). Should the Customer cancel a Service before the expiry of the Promotion Period, the Customer shall pay COGECO the penalties indicated in the Promotion and in the Agreement, if applicable. The regular rates then in effect for the Services shall apply at the end of the Promotion. Following the expiry of the Promotion Period, the Customer may also terminate the Agreement or cancel the Service at any time upon at least thirty (30) days' prior notice to COGECO.
19. 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 other than the Customer's payment obligations contained in sections 4 and 5 hereof, in which case paragraph 19(a) shall apply; 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.
20. **COGECO DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE SERVICES. COGECO WILL NOT BE LIABLE FOR ANY INTERRUPTIONS IN SERVICE, LOSS OF DATA 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, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND CARRIERS SHALL NOT BE HELD LIABLE WITH REGARD TO ANY DAMAGE ARISING, DIRECTLY OR INDIRECTLY, FROM THIS AGREEMENT. IN NO EVENT SHALL COGECO HAVE ANY LIABILITY TO THE CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THIS AGREEMENT. COGECO'S MAXIMUM LIABILITY TOWARD THE CUSTOMER SHALL BE LIMITED TO THE TOTAL AMOUNT PAID TO COGECO BY THE CUSTOMER UNDER THE AGREEMENT DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. THE PRESENT SECTION WILL SURVIVE TERMINATION OF THE AGREEMENT.**

21. The Customer shall be liable for any damages, claims, losses, actions, suits, proceedings or causes of action whatsoever, including legal fees and expenses (a "Claim") arising out of (i) the breach of any provision of this Agreement or any applicable law; (ii) the use of the Services; or (iii) the posting or transmission of any information or other materials through the Services. The Customer shall be liable for and indemnify and hold harmless COGECO, its affiliates and their respective officers, directors, employees, agents and suppliers against all Claims. The Customer agrees to promptly notify COGECO after becoming aware of any unauthorized use of the Services or its account and shall take such reasonable measures as are necessary to prevent any reoccurrence of such event. COGECO reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any matter otherwise subject to such indemnification. The Customer shall co-operate as fully as reasonably possible in the defense of any Claim assumed by COGECO in such a case.
22. COGECO collects personal information on its Customers, which it uses for the following purposes:
- to communicate with its Customers;
 - to develop and maintain its relationships with its Customers;
 - to provide its Services or to receive services it requires in order to deliver the Services;
 - to ensure that all actions required for the purposes mentioned above are taken;
 - 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;
 - to ensure the efficiency, reliability and security of its systems and network; and
 - to fulfill its obligations under the law.
26. A French version of this Agreement is available on the www.cogeco.ca website or available on request.

SPECIFIC TERMS AND CONDITIONS APPLICABLE TO COGECO HIGH SPEED RESIDENTIAL INTERNET SERVICE

27. By using the High Speed Internet Service provided by COGECO in Québec, the Customer agrees not to use this Service in a manner that is contrary to applicable laws or regulations and COGECO's Acceptable Use Policy ("AUP"), which forms part of this Agreement. The current AUP 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 Internet Service and notify COGECO's customer service that the Customer is terminating this Service.

SPECIFIC TERMS AND CONDITIONS APPLICABLE TO COGECO RESIDENTIAL DIGITAL PHONE SERVICE

28. The COGECO Residential Digital Phone Service (the "RDPS") in Québec should only be used with the Customer's telephone located at the service address specified by the Customer, which is connected to COGECO's multifunction modem and is provided to the Customer as a residential user, for personal and solely residential use, excluding business and commercial use. This means that the Customer shall not use the RDPS for any commercial activities, including, without limiting the generality of the foregoing, for the operation of a home office, business, sales, telecommuting, telemarketing (including without limitation charitable or political solicitation or polling), autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would contravene or be inconsistent with normal residential usage patterns. This also means that the Customer is not to resell or transfer the RDPS to any other person for any purpose, or charge any fees for the use of the RDPS, 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 determined by COGECO, at its sole discretion, with regard to such a personal or residential use, COGECO may, at any time and without prior notice, limit or suspend access by the Customer to the RDPS. In such cases, the Customer must contact COGECO's customer service which may require payment of fees in order to restore Customer access to this Service.

29. THE CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THIS SERVICE MAY BE DISRUPTED IN THE EVENT OF AN ELECTRIC POWER OUTAGE, AN INTERRUPTION OR SUSPENSION OF THE INTERNET SERVICE BY COGECO, OR FOR ANY OTHER REASON BEYOND THE CONTROL OF COGECO. THE RDPS MAY ALSO BE INTERRUPTED AT THE CUSTOMER'S REQUEST OR BY COGECO, SHOULD THE CUSTOMER FAIL TO PAY ANY FEES WITH RESPECT TO SERVICES PROVIDED BY COGECO.
30. The Customer acknowledges that modification or alteration of the equipment installed, provided, rented or lent by COGECO is prohibited.
31. 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.
32. COGECO's multifunction modem shall remain where the RDPS was initially installed and as long as the Customer subscribes to the RDPS, in order to ensure that the 911 calls will be handed off to the Emergency 911 Call Center serving the Customer's residence, 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 RDPS allows access to the 911 emergency service in the traditional manner, as long as COGECO's multifunction modem connected to the Customer's telephone set remains, as required, at the same physical address given by the Customer to COGECO at the time the initial subscription to such Service was made, or at any other time thereafter.

Emergency 911 service will not work properly if the Customer experiences one of the following (but not limited to these) technical problems with the RDPS: failure of COGECO's multifunction modem; a gateway configuration problem; an electrical power outage or an Internet Service outage.

IN LIGHT OF THE CHARACTERISTICS AND LIMITATIONS OF THE 911 SERVICE DESCRIBED ABOVE, THE CUSTOMER ACKNOWLEDGES THAT COGECO, ITS AFFILIATES, AND THEIR RESPECTIVE 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.

- Express consent to disclosure may be deemed 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; or
 - 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, obtaining from and providing to third parties, personal information on the Customer or on the Customer's account, for the sole purposes set out in the first paragraph of this section. In addition, and whenever applicable, the Customer hereby consents that COGECO obtains and uses credit history information and personal information therein contained and provides same to credit reporting or collection agencies, if applicable.
- For more information about the privacy of the Customer's personal information, please visit our website at www.cogeco.ca.
23. The failure of COGECO to enforce any provision of 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 invalid or unenforceable, the remaining portions will remain in full force and effect.
24. The Customer shall not assign this Agreement, the rights or obligations herein contained, nor the equipment belonging to COGECO, as applicable, without first having obtained the prior written consent of COGECO. In the absence of any such consent, any assignment shall be deemed null and void. COGECO shall be entitled to assign its rights or obligations in this Agreement, or part thereof, without the prior consent of the Customer.
25. This Agreement shall be governed by, and construed in accordance with, the laws applicable in the Province of Québec.
33. COGECO will not incur nor assume any liability whatsoever arising from the connection to the RDPS of non-voice equipment, such as medical monitoring devices or home security systems. By accepting this Agreement, the Customer waives any claim against COGECO for any interference with or disruption of such systems due to their connection to the RDPS. In the event the Customer decides to proceed with the connection of such equipment to the RDPS, the Customer shall ensure that the same is compatible and may be used efficiently with the RDPS and COGECO shall have no obligation to provide any technical support with respect to such equipment or connection thereto. The Customer understands that that interruption or disconnection of the RDPS, for any reason whatsoever, may prevent the non-voice equipment connected thereto from performing adequately.
34. In the case of errors or omissions in directory white page standard 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.