

PLEASE RETAIN FOR FUTURE REFERENCE

1. Cogeco Connexion Inc. ("Cogeco") provides Television, High Speed Internet, Telephone 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 in this Agreement, residing in the Province of Ontario, who is 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, including, but not limited to, the present Terms and Conditions, and any other document or form that may be designated by Cogeco and agreed to by the Customer.

3. By using the Services provided by Cogeco in Ontario, 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 in Canadian dollars 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 in accordance with the preauthorized debit agreement authorized and confirmed by the Customer by accessing its customer space at www.cogeco.com; (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. Any amount unpaid after the due date shall bear interest at a rate of 2% per month (26.82% per annum) calculated monthly.

7. Subject to section 13.3 as regards the leasing of equipment and section 23(d), overdue accounts may result in cancellation of the Services referred to in this Agreement. Accounts overdue for more than sixty (60) days may also be transferred by Cogeco, in its discretion, to a collection agency. 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. If Cogeco becomes aware that the use of the Services or related products, such as, and without limiting the generality of the foregoing, long-distance calls, Pay-Per-View movies or events or Video on Demand, by the Customer is not in compliance with the present Terms and Conditions and/or exceeds the reasonable usage limits, as determined by Cogeco in the Description and Restrictions on Use of Products and Services Grid of this Agreement (hereinafter, an "Excessive use"), Cogeco reserves the right to temporarily suspend or restrict the Customer's access to those Services or products and/or any other services related thereto or disconnect same, 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 any additional costs incurred by Cogeco and/or all costs incurred due to the Excessive use of those Services, enabling the Customer to regain access to such Services. As mentioned in the Description and Restrictions on Use of Products and Services Grid of this Agreement, shall be considered as Excessive use 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 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 claim from the Customer any and all charges required 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 the number appearing on the first page of this Agreement or by accessing the www.cogeco.ca website, if the Customer becomes aware, at any time, of any theft or unlawful use of the Services.

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 understands that given Cogeco's contractual agreements with its content providers, the content offered on the Television Service is restricted for use in Canada only. However, access to the program guide and the remote recording function is not geographically restricted. In addition to any rights herein, a breach by Customer of the present section may trigger the payment of additional fees pursuant to section 8 hereof.

13. The Customer agrees that except as regards any equipment the Customer has purchased from Cogeco and paid for, which equipment may not be returned or nor refunded by Cogeco, any equipment mentioned in this Agreement is either loaned or leased to the Customer by Cogeco and shall remain at all times Cogeco's property.

13.1 All rights in and to the equipment sold to Customer are transferred to Customer upon complete payment of the corresponding purchase price. Cogeco therefore remains the sole owner of said equipment until complete payment of the purchase price by Customer. All risks of loss regarding the purchased equipment shall also be transferred to Customer upon complete payment of the corresponding purchase price.

13.2 If the Customer fails to perform its obligation in the manner prescribed in this Agreement, Cogeco may:

(a) either exact immediate payment of the instalments due;

(b) or retake possession of the goods that form the object of the contract.

Before retaking possession of the goods, Cogeco must give the Customer a notice in writing of 30 days during which the Customer may, as he chooses:

(a) either remedy the fact that he is in default;

(b) or return the goods to Cogeco.

If the Customer returns the goods to Cogeco, his obligation under this Agreement is extinguished and Cogeco is not bound to return to him the payments he has received from him.

13.3 The Customer has no right of ownership in the goods leased or loaned.

Cogeco shall assume the risk of loss or deterioration by superior force of the goods forming the object of this Agreement except where the Customer withholds the goods without right or, where such is the case, after ownership of the goods has been transferred to him by Cogeco.

The Customer benefits from the same warranties respecting the leased or loaned goods as a Customer owning such goods.

Where the Customer is in default to perform his obligation in the manner prescribed in this contract, Cogeco may:

(a) either exact immediate payment of that which is due;

(b) or retake possession of the goods forming the object of the Agreement.

Before retaking possession of the goods, Cogeco must give the Customer a notice in writing of 30 days, during which time the Customer may, as he chooses:

(a) remedy the fact that he is in default;

(b) return the goods to the merchant.

The Customer may also return the goods to Cogeco at any time during the leasing period even if he has not received a notice of repossession.

If the Customer returns the goods to Cogeco, the Agreement is rescinded of right. In such a case, Cogeco is not bound to return to the Customer the amount of the payments due he has already received, and he cannot claim any damages other than those actually resulting, directly and immediately, from the rescission of the contract.

Cogeco is bound to minimize his damages.

13.4 Regarding equipment purchased by Customer, Cogeco guarantees that said equipment is free from all manufacturing and materials defects, under normal conditions of use and maintenance, for a period of one (1) year following the date of equipment delivery to the Customer. Cogeco's sole obligation pursuant to this contractual warranty consists, at Cogeco's sole option and expenses, (i) to repair the defective part or equipment or, (ii) to deliver to the Customer a replacement part or equivalent equipment. The defective equipment or parts which are replaced become the property of Cogeco. The equipment or replacement parts may be new or refurbished. Cogeco guarantees that the equipment or parts replaced or repaired are free from manufacturing and material defects, under normal conditions of use and maintenance, during the period of ninety (90) days following delivery to Customer or during the remainder of the initial warranty period, whichever is longer. To benefit from this contractual warranty, Customer must promptly return the equipment to Cogeco technical service according to the instructions transmitted in the box and/or envelope prepaid by Cogeco for the return of the defective equipment. Cogeco does not assume or authorize anyone to assume any other responsibility on its behalf in connection with the execution of this contractual warranty. This warranty is only for the benefit of Customer and cannot be assigned or transferred by Customer.

13.5 REGARDING THE SALE OF EQUIPMENT, COGECO IS NOT RESPONSIBLE FOR CUSTOMER SOFTWARE DATA AND MEMORY DATA CONTAINED, STORED OR INTEGRATED IN THE EQUIPMENT RETURNED TO COGECO FOR REPAIR OR REPLACEMENT WHETHER OR NOT PURSUANT TO THE CONTRACTUAL GUARANTEE PROVIDED FOR IN THIS AGREEMENT. COGECO SHALL NOT BE RESPONSIBLE, WHETHER OR NOT UNDER THE CONTRACTUAL GUARANTEE PROVIDED FOR IN THIS AGREEMENT, IF ITS TESTS AND EXAMINATIONS SHOULD REVEAL THAT THE RETURNED EQUIPMENT OR ITS PARTS ARE NOT DEFECTIVE OR THE DEFECT IS ATTRIBUTABLE TO ABUSE, MISUSE, NEGLIGENCE, AN INSTALLATION NOT CARRIED OUT BY COGECO, INAPPROPRIATE TESTS OR UNAUTHORIZED ATTEMPTS TO REPAIR OR TO MODIFY THE EQUIPMENT OR ONE OF ITS PARTS, WHETHER BY THE CUSTOMER OR A THIRD PARTY, OR FOR ANY OTHER REASON BEYOND THE INTENDED NORMAL USE, OR DUE TO AN ACCIDENT, FIRE, DAMAGE CAUSED BY WATER, LIGHTNING, OTHER RISKS OR FORCE MAJEURE. COGECO SHALL IN NO EVENT BE RESPONSIBLE TO THE CUSTOMER FOR SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT. COGECO SHALL NOT BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF EQUIPMENT OR ITS PARTS WHEN USED OUTSIDE OF COGECO'S SERVING AREA. ALL EQUIPMENT MUST BE ABLE TO RECEIVE THE SIGNAL TRANSMITTED BY A NETWORK POWER SUPPLY OPERATED BY COGECO.

14. Fees may be charged to the Customer for the installation or activation of the Services and/or equipment in which case such fees shall be set out at the beginning of this Agreement. It is the Customer's responsibility to ensure that no one accesses the accounts, networks and equipment under their control. The Customer shall be fully responsible for protecting all accesses and passwords, including without limitation those relating to networks and equipment, used by the Customer with respect to the Services, against any third party fraudulent or unauthorized access. The Customer shall be solely liable for all damages,

claims, liabilities and other losses arising therefrom. 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 priorly allowed by Cogeco. If the Customer wishes to move Cogeco's equipment, the Customer shall give prior notice thereof to Cogeco by contacting customer service to agree on the applicable conditions. The Customer acknowledges and accepts full responsibility for all equipment installed by Cogeco at the address where the Services are provided and for the use thereof and the Customer shall bear the full cost of the repair or replacement of any equipment which is lost, damaged through the Customer's fault, save for normal wear and tear, mortgaged, sold, transferred, leased, encumbered or assigned. Upon disconnection of any Service or termination of this Agreement, the Customer is responsible for making the necessary arrangements to return Cogeco's equipment to Cogeco's closest place of business or, in the absence of such place of business, to contact Cogeco to arrange for such return. In the event Customer installs Cogeco equipment in the context of a self-installation program, Customer shall i) follow the usual precautionary measures for such an installation: ii) strictly comply with Cogeco's instructions; and iii) remain solely responsible for any liability and damages that may result from any installation not compliant with the above.

15. The Customer hereby grants Cogeco, its employees, representatives, contractors, subcontractors and agents reasonable access to the Customer's premises or the premises where the Services are provided 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 where it is determined that the problem does not originate from Cogeco's network or equipment.

16. 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.

17. The Customer may obtain further information regarding:

- (a) the fees payable under this Agreement;
- (b) the cost of individual channels or packages; and
- (c) how to remove or add individual channels or packages and any applicable fees;

on www.cogeco.ca website or by contacting Cogeco's customer service at the number appearing on the first page of this Agreement.

18. If the Customer has entered an indefinite term agreement, 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 include, without limitation, changes, additions to or removals from the Services, their features or the cost thereof or the terms and conditions upon which Cogeco distributes and the Customer receives the Services. Cogeco shall inform the Customer of any such change, addition or removal by providing to the Customer, at least thirty (30) days (sixty (60) days in the case of Cogeco High Speed Internet) prior to such change, addition or removal becoming effective, a clear and legible notice in writing, including without limitation via e-mail or My Account, containing only the new clause or the amended clause as well as the previous version, the effective date of the change, addition or removal as well as the rights of the Customer as set forth in the following paragraph of this Agreement.

19. If the change, addition or removal has the effect of increasing the Customer's obligations or reducing Cogeco's obligations, the Customer shall be entitled to refuse such change, addition or removal and to terminate this Agreement, with cost, penalty or termination fee if the termination occurs during the Promotion Period or the Guaranteed Savings Period, upon notice to Cogeco no later than thirty (30) days following the change, addition or removal becoming effective. In the absence of any such notice, the Customer shall be deemed to have accepted the said change, addition or removal.

20. As specified at the beginning of this Agreement and even without a modification to the Agreement by Cogeco, the Customer may at any time, upon prior notice to Cogeco specifying the required termination date, terminate this Agreement or any Service provided under the Agreement. Applicable service charges shall continue to apply until the effective date of termination or expiration.

20.1 Sections 18 and 19, above, do not apply with respect to consumer agreements which were negotiated or concluded in person at a place other than a Cogeco place of business or kiosk, or at a market place, an auction, trade fair, agricultural fair or exhibition.

20.2 If the Customer negotiated or concluded this Agreement in person at a place other than a Cogeco place of business or kiosk, or at a market place, an auction, trade fair, agricultural fair or exhibition, then Cogeco and/or the Customer may propose an amendment to, renewal or extension of this Agreement. The amendment, renewal or extension may be proposed by any means by either Cogeco or the Customer, and the proposed amendment, renewal or extension will become effective and take effect on the effective date set out in the proposed amendment, renewal or extension, without retroactive effect on the rights of the Customer prior to its effective date, provided that, (a) the person to whom the proposal is made provides their explicit agreement to the proposal to the proposer; and, (b) Cogeco provides a written copy of an updated version of the Agreement to the Customer within forty-five (45) days of the date of receipt of the explicit agreement. The explicit agreement to a proposed amendment, extension or renewal may be provided by any means.

21. If the Customer is subscribed to a Service as part of a promotion or guaranteed savings offered by Cogeco, or if the Agreement is concluded for a defined term, this Agreement shall then be for a term of at least the minimum contract period required by the promotion or guaranteed savings (the "Promotion Period" or the "Guaranteed Savings Period") or the defined term. The Customer shall be entitled to cancel the Agreement or a Service before the expiry of the Promotion Period, Guaranteed Savings Period or the defined term, but in this event, the Customer shall pay Cogeco the cancellation indemnity indicated in the Agreement, if applicable. Unless Cogeco is otherwise notified by the Customer, the Agreement shall automatically renew at the expiration of the Promotion or Guaranteed Savings Period or the defined term, on a monthly basis and at the regular rates then in effect for the Services, subject to the rights of Cogeco and the Customer as set forth in sections 19, 20, 21.1, 21.2 and 23 of this Agreement.

21.1 If the Customer is subscribed to a Service as part of a promotion offered by Cogeco whereby the Customer is offered a **lower rate or other benefits** for a Promotion Period, the rights of the Customer as set forth in paragraphs 19, 20 and 21 of this Agreement shall apply.

21.2 If the Customer is subscribed to a Service as part of guaranteed savings whereby the Customer is offered **certain predetermined savings** for a Guaranteed Savings Period, Cogeco may, at its discretion, modify, add or remove any provision of this Agreement (may include a modification to the then current regular price), provided that the savings offered are protected during the Guaranteed Savings Period. Cogeco shall inform the Customer of any such change, addition or removal by providing to the Customer, at least thirty (30) days (sixty (60) days in the case of High Speed Internet service) prior to such change, addition or removal becoming effective, a clear and legible notice in writing containing only the new clause or the amended clause as well as the previous version, the effective date of the change, addition or removal as well as the rights of the Customer as set forth in the paragraphs 19, 20 and 21 of this Agreement.

22. The Customer shall remain liable for the payment of all outstanding balances accrued up to the effective date of termination or expiration.

23. In addition to all other rights granted to Cogeco under this Agreement, Cogeco may:

- (a) at any time and without prior notice to the Customer, disconnect or suspend the Customer's access to any Service(s) or terminate this Agreement if the Customer fails to comply with one or several of the Customer's obligations hereunder; or
- (b) at any time and without prior notice to the Customer, disconnect or suspend the Customer's access to any Service(s) or terminate this Agreement for serious cause; or
- (c) at any time and for any reason, upon at least sixty (60) days' prior notice in writing to the Customer, terminate this Agreement or disconnect any Service(s) provided under this Agreement;
- (d) however, Cogeco may not disconnect any Services where the grounds therefor are being disputed by the Customer if (i) the Customer has paid the unpaid amounts not being disputed; (ii) Cogeco has no reasonable grounds to believe that the sole purpose of the dispute is for the Customer to avoid making or postponing any payments.

24. 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 SUPPLIERS AND CARRIERS SHALL NOT BE HELD LIABLE WITH REGARD TO ANY DAMAGE ARISING, DIRECTLY OR INDIRECTLY, FROM THIS AGREEMENT, EXCEPT FOR ANY CONSEQUENCES ARISING DIRECTLY FROM ACTIONS TAKEN BY COGECO OR ITS REPRESENTATIVES. 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.

25. 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 by the Customer of any provision of this Agreement or any applicable law; (ii) the illegal or inappropriate use of the Services; or (iii) the posting or transmission of any information or other materials through the Services by the Customer. The Customer shall be liable for and indemnify and hold harmless Cogeco, its affiliates and their respective officers, directors, employees, agents, suppliers and carriers 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 recurrence 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 cooperate as fully as reasonably possible in the defense of any Claim assumed by Cogeco in such a case.

26. Cogeco collects personal information on its Customers, which it uses for the following purposes:

- to establish, develop and preserve its business relationship respectively with its Customers and other individuals with whom it deals;
- to create, establish and administer Customers' accounts and to respond to Customer or supplier inquiries;
- to provide the products or services that it offers, or receive the products or services that it requests, and ensure that all related transactions are supported and implemented;
- to authenticate the identity and preserve the privacy of Customers contacting Cogeco by telephone, electronic means or otherwise;
- for internal training and quality assurance purposes;
- as necessary, to establish or verify the credit of persons that use, or intend to use, one or more of the products or services offered by Cogeco;
- to manage its businesses and ensure the efficiency, reliability and security of its systems and networks;
- to meet legal and regulatory requirements and allow Cogeco to meet contractual requirements relating to the products and services provided to Customers;
- to ensure its records are accurate and to protect Customers and Cogeco from error and fraud;
- to understand and assess the interests, wants and changing needs of Customers with a view to improving its products and services and developing new ones;

- to provide personalized products and services as well as product recommendations to Customers. For instance, and to the extent permitted by law, Cogeco may use subscribers' product and service usage information, their postal codes or publicly available information (such as demographic information) to provide recommendations, advertising and to suggest products and services.; and
- subject to our Customers' Right to Withdraw Consent provided in this Privacy Policy, to conduct surveys on the quality of our products, services or Customer service or to provide our Customers with offers for additional products and services that we feel may be of interest to our Customers or that we believe meet our Customers' changing needs.

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 compliance with the law or as otherwise permitted by Cogeco's Privacy Policy. In addition, and whenever applicable, the Customer hereby consents to Cogeco obtaining and using 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 <https://www.cogeco.ca/corpo/ccc/en/legal/privacy/policy/>

27. 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.

28. The Customer shall not assign this Agreement, the rights or obligations herein contained, nor any rights it may have in the equipment belonging to Cogeco, 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 Customer's consent.

29. This Agreement shall be governed by, and construed in accordance with, the laws applicable in the Province of Ontario.

30. For any information on how to contact customer service or make a complaint with respect to the Services of Cogeco, the Customer can call 1-800-267-9000 or visit the [cogeco.ca](http://www.cogeco.ca) website and click on "Making a complaint" at the bottom of the homepage. The Customer may also contact the Commission for Complaints for Telecom-Television Services ("CCTS").

31. A French version of this Agreement is available on the www.cogeco.ca website or available on request.

32. The Customer is encouraged to manage the Customer's account, including all invoicing and invoices relating to this Agreement and to any Services provided by Cogeco, by accessing to its customer space at www.cogeco.ca.

33. The Customer is also encouraged to consult the Television Service Provider Code adopted by the Canadian Radio-television and Telecommunications Commission ("CRTC"), available at <http://www.crtc.gc.ca/eng/archive/2016/2016-1.pdf> and to consult the Internet Code also adopted by the CRTC, available at <https://crtc.gc.ca/eng/archive/2019/2019-269.htm>.

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

34. By using the High Speed Internet Service provided by Cogeco in Ontario, 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 TELEPHONE SERVICE

35. The Cogeco Residential Telephone Service (the "RTS") in Ontario 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 strictly personal and residential use, excluding business and commercial use. This means that the Customer shall not use the RTS 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 RTS to any other person for any purpose, or charge any fees for the use of the RTS, without express prior written permission from Cogeco.

Upon concluding that the use of this Service or any functionalities related thereto by Customer is contravening the terms of the present section or this Agreement or exceeds the residential usage limits associated with the Customer's package and set forth in the Section "Products and Services – Description and Usage Limits" of this Agreement, Cogeco may, at any time and without prior notice, limit or suspend access by the Customer to the RTS. 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.

36. 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 RTS MAY ALSO BE INTERRUPTED OR SUSPENDED AT THE CUSTOMER'S REQUEST OR BY COGECO SHOULD THE CUSTOMER FAIL TO PAY ANY FEES WITH RESPECT TO SERVICES PROVIDED BY COGECO.

37. The Customer acknowledges that modification or alteration of the equipment installed, provided, rented or leased by Cogeco is prohibited.

38. 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 follow the procedure described in sections 21 and 23 above.

39. Cogeco's multifunction modem will work only if it remains where the RTS was initially installed and as long as the Customer subscribes to the RTS, in order to ensure that the 911 calls will be forwarded 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 of this Section may result in the 911 emergency services being unavailable.**

The RTS 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 RTS: 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, SUPPLIERS 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, EXCEPT FOR ANY CONSEQUENCES ARISING DIRECTLY FROM ACTIONS TAKEN BY COGECO OF ITS REPRESENTATIVES.

40. Cogeco will not incur nor assume any liability whatsoever arising from the connection to the RTS 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 RTS. In the event the Customer decides to proceed with the connection of such equipment to the RTS, the Customer shall ensure that the same is compatible and may be used efficiently with the RTS 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 RTS, for any reason whatsoever, may prevent the non-voice equipment connected thereto from performing adequately.

41. 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 such error or omission.

42. The Customer shall be held fully liable in the event of any improper or unauthorized use of the RTS, even if such use was by a third party with access to the Customer's account. The Customer shall be responsible for ensuring that no one gains access to the Customer's account without authorization. The Customer shall be solely responsible for protecting its equipment that is connected to Cogeco's RTS against any fraudulent or unauthorized access by a third party and solely liable for all and any damages, claims, liabilities and other losses arising therefrom. **In addition to Cogeco's right to limit or suspend the Customer's access to the RTS, as mentioned in the Agreement, Cogeco shall be entitled to restrict, block, suspend or disconnect the Service, including therefore the 911 Emergency Service, without notice or delay and without any liability to the Customer, if Cogeco has reasonable doubts or if it is established that the RTS or the equipment connected thereto are used fraudulently or seem to be associated with a fraud or with an inappropriate or illegal use or are used in such a manner as to endanger the Cogeco network, the RTS or the use thereof by anyone.**