



- 1. Your Services.** Cogeco Connexion Inc. (“Cogeco”, “we”, “us” or “our”) provides the business solutions you selected, as described in the first few pages of your service agreement (“services”).
- 2. Definitions.** In this Agreement, (i) “Customer” or “you” means a person or entity acting for commercial or business purposes, named on the invoice and responsible, unless otherwise agreed with Cogeco, for paying the fees for services and entitled to receive any notice and information relating to this Agreement or the services; (ii) “Agreement” means the service agreement executed between you and Cogeco and any other applicable Cogeco policy, published or posted on Cogeco’s website from time to time, the terms and conditions, a purchase order, a service order or agreement, and any other document or schedule, in whatever form and on whatever support, that we designate or are deemed as forming part of the Agreement; and (iii) “Business Day” means Monday to Friday from 8 am to 5 pm Eastern time, excluding statutory holidays observed in the Province where we provide our Services.



- 3. Your Undertakings in Managing your Access and Personal Information.** (i) We cannot guarantee the security of your data, files, privacy or access to My Account or the Internet and the equipment. You must protect them. You may, for example, use passwords to control access, make backup copies of your data, install data protection software, or any other measures. You will be solely liable for any damages arising therefrom. (ii) We may collect personal information (such as, without limitation, your name, contact information, banking information, date of birth, etc.) from you or other persons and organizations, with your consent or as required by law. You agree to provide us with accurate and complete information associated with your account and to notify us of any changes during the term of your Agreement. (iii) Dynamic IP addresses assigned to you may be changed at our discretion, at any time and without notice. We will not be liable for any claim, damages, loss or cost arising from or relating to an IP address change. (iv) Protecting your privacy is important. We encourage you to review our privacy policies for further information about how we keep your personal information confidential at cogeco.ca/en/privacy-policy.
- 4. Your General Undertakings.** (i) You must ensure that your Services are used pursuant to the Agreement and all applicable laws and regulations, in compliance with the user manuals and installation guides for the equipment you leased or purchased. In particular, you must ensure that: (a) material you transmit or publish using your Services does not breach any intellectual property rights, is not obscene or defamatory and does not constitute an illegal threat, (b) your Services are not used to breach the security of another user or to attempt to access the computer, software or data of another person without that person’s knowledge and written consent, or to attempt to circumvent the user authentication or security of any host, network or account, (c) your Services are not used to indiscriminately send unsolicited, undesirable, irrelevant or inappropriate messages, and in particular mass advertising (spamming), (d) the use of your Services will not disrupt the services, equipment or network of another user, of Cogeco or of any of our partners. If our equipment is interfered with by the operation of other equipment or third party activities, you shall extend commercially reasonable efforts to assist us in obtaining removal of the interference within a reasonable time frame. (ii) You must notify us immediately either in writing, by calling Customer Service or by visiting cogeco.ca, of any theft or illegal use of your Services or the equipment loaned or leased to you or of your account. (iii) You agree not to resell or transfer the use of

your Services or the equipment to another person for any purpose whatsoever or to charge for the use of your Services, without our prior written consent.



- 5. Access.** (i) You hereby grant us, and our representatives, reasonable access to your premises or your service address during reasonable hours to install, inspect, service, maintain, restore, remove or disconnect Services or the equipment. If you do not own the premises where Services are provided, you warrant having obtained the owner’s consent or otherwise having the authority to permit us to: (a) install, inspect, repair, reset or maintain any equipment connected to our network, (b) fix an outage or other problem affecting our network, or (c) ensure compliance with our obligations. (ii) You undertake not to initiate any action whatsoever against an owner of the premises where Services are provided which would join us in such action against said owner. (iii) Charges may apply if: (a) a service call is required to restore your Services and we determine that the problem does not originate from our network, (b) you solicit our technical assistance and/or (c) you expressly request a modification to Services we currently deliver.



- 6. Equipment.** (i) The equipment we loan or lease to you remains our property at all times, except for equipment you purchased and paid which is neither returnable to nor refundable. You may be charged fees for the installation of Services and Equipment. (ii) You must protect and secure the equipment that we loaned or leased to you and use it with care, prudence and diligence. You must not modify or alter our equipment or software, whether or not it is connected to our network, including its configuration. (iii) You may not authorize another person to perform work, repairs or changes to our equipment without our prior express written consent. If you wish to move our equipment, contact our Customer Service before moving it. (iv) You are liable for the entire cost of repair or replacement of our equipment that is lost or damaged due to your fault. (v) You must return any equipment we loaned or leased to you, as promptly as possible after terminating your Agreement, to one of our places of business or by contacting Customer Service. In the event you fail to return our equipment or fail to comply with the this Agreement, we may, at our sole and entire discretion, repossess the equipment and either charge you for total costs we incur or the replacement cost of unreturned loaned or leased equipment.



- 7. Email.** Where applicable, you may request a Cogeco email account with the Services. A Cogeco email account will be considered a dormant email account if you have not signed in with a username and password for any 8 consecutive months. We reserve the right to permanently delete any dormant email account after 12 consecutive months of non-usage, without further notice.
- 8. Quotes.** Written quotes are valid for **30 days** of the date of issuance unless otherwise stated in the quote or terminated sooner by notice. Verbal quotes expire the day they are made.
- 9. Payment Terms.** Your account is due and payable in full, in Canadian dollars, on the due date shown on the invoice using any of the following methods: (i) automatically, on agreed upon date by pre-authorized bank withdrawals; (ii) by mailing a cheque or money order addressed to Cogeco Connexion Inc.; (iii) by telephone/PC banking; or (iv) at any financial institution. We must consent prior to receiving payments using credit cards.

Notwithstanding any terms to the contrary, we reserve the right to impose a specific payment method at our entire discretion. All payments under this Agreement are exclusive of taxes, you are responsible for the payment of applicable taxes. An administration charge will be levied if your cheque is returned for insufficient funds (NSF) or upon refused bank account or credit card pre-authorized debit. Without prejudice to our right to request full immediate payment, any amount remaining unpaid after the due date shall bear interest at the lowest of: (i) **2%** per month (24% per annum) calculated and compounded monthly, or (ii) the highest rate permitted by law. An additional collection charge will be levied if costs are incurred as a result of collection efforts on outstanding amounts. Overdue accounts may result in suspension or cancellation of Services. If a service call is required to restore Services suspended or terminated for non-payment, a reconnection charge will apply. You shall notify us in writing or verbally of any errors, irregularities or omissions on an invoice within **60 days** of the invoice date, failing which, you shall be deemed having accepted charges set out in the invoice. Our right to payment deriving from this Agreement shall not be subject to any abatement, reduction, set off, defence, counterclaim or recoupment of any amount due or alleged to be due by reason of any of your past, present or future claims.

- 10. Additional Costs.** Should we incur any additional costs or expenses in granting Services, resulting from any errors, omissions, defects or other problems contained in the information, materials and/or instructions you provided, you shall pay for said reasonable additional costs and expenses, over and above payments due pursuant to this Agreement.



- 11. Limited Liability.** We do not warrant that the Services will never be interrupted, unavailable, inaccessible, slowed down, unstable or limited. We disclaim all warranties, either express or implied, regarding the Services we provide to you and, upon provision of equipment or products; we expressly disclaim warranties or conditions of non-infringement, satisfactory quality, merchantability and fitness for any particular purpose. You acknowledge that we shall not be held liable for problems related to the transmission, storage or accessibility of materials available through your Services. We will not be liable (including for any indirect, consequential, special and punitive damages and lost income or benefits you may suffer) for any damage arising out of, directly or indirectly, or relating, in any manner, to this Agreement and/or the Services such as, without limitation, loss of profits, loss of use, loss of business, loss of business opportunity, loss of goodwill, loss of expected savings, share decline, as well as punitive, exemplary or aggravated damages arising from Services. We will only be liable for the direct consequences of our personal actions or those of our representatives. Our total liability cannot exceed the total amount you paid to us for any affected Service, during the 3-month period immediately preceding the date of any claim. In the case of errors or omissions in directory listings, whether or not in connection with a telephone number, our liability is strictly limited to correcting the error or omission. This section shall continue to apply notwithstanding expiration or termination of the Agreement.

- 12. Indemnification.** You may be held liable for our damages and you agree to indemnify, defend and hold us harmless against any third party claims, liability, damages and/or costs (including, but not limited to, court fees, attorney's fees, and other professional fees) resulting from any claims arising from: (i) your infringement of copyright, trademark, or trade secrets of any third party, or that your method of using Services infringes the copyright, trademark, or trade secrets of any party, but only where such claim is not based on Services themselves; (ii) your material breach of the terms of this Agreement; (iii) a negligent or willful act or omission or criminal conduct on your behalf; (iv) your violation of any applicable law; or, when applicable, (v) end-users of Public Wi-Fi Services.

- 13. Force Majeure.** Neither you nor we shall be liable for a delay in performance or non-performance, in whole or in part, of this Agreement by the occurrence of an act of God, storm, flood, war or other outbreak of hostilities, explosion, fire, natural disaster, famine, earthquake, embargo, labour dispute, casualty, civil disturbance, act of insurrection by civil and/or military authority, sabotage, terrorist act, equipment or other material or component failure (including fibre cut), lack of or delay in transportation, shortage, delay caused by carriers or suppliers, our inability to obtain supplies, materials or services (including electricity and other utilities), unavailability or delay in delivery not resulting from a party's failure to timely place orders, government policies, permits, ordinances, laws, rules, regulations, restrictions, or any other contingency beyond reasonable control (a "**Force Majeure Event**"). In the event of delay in performance due to a Force Majeure Event, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. A Force Majeure Event does not include financial difficulties or relieve you from your obligation to pay any amounts owed to us.



- 14. Effective Date and Term.** This Agreement shall be effective on the date of activation of your Services and shall continue for an initial term, as provided in the Agreement. Following the expiry of the initial term, this Agreement will automatically renew on a month-to-month basis, unless within a provision to the contrary pursuant to this Agreement. Upon renewal, the rate due and payable shall be the then current rate for your Services.

- 15. Modifications.** We may change, modify, amend, add or remove any provision of this Agreement, at any time. Such changes may include, without limitation, modifications, additions to or removals from your Services, their features and charges, or the terms and conditions upon which you distribute and you receive your Services. We may provide written notice to you, which notice may be sent via e-mail, mail or by posting such changes on our www.cogeco.ca website. You are encouraged to visit our website from time to time to review any changes to the terms and conditions of this Agreement.

- 16. Use of Services.** By using our Services, you expressly agree to be bound by the terms and conditions of this Agreement, including, without limitation, continued use of a Service following implementation of any modifications, as provided in section 15. If you do not agree with the terms and conditions of the Agreement, you must immediately cease using the Services and notify us in writing. If you notice any theft, unauthorised or unlawful use of the Services, you must immediately inform us, either in writing, by calling our Customer Service or by accessing our www.cogeco.ca website.

- 17. Customer Service.** You may contact a Customer Service representative via telephone number provided on the www.cogeco.ca/en/business/contact/support website. You shall immediately notify us in the event of degradation or interruption of your Service. We shall make available our Customer Service representative on a twenty-four (24) hour a day, seven (7) day a week basis.



- 18. Termination by Customer.** You may, at any time, upon prior written notice sent to us indicating date of termination and, without cost, penalty or cancellation indemnity, other than payment of administration fees, cancel this Agreement or any of your Services. Applicable charges pertaining to terminated Agreement or your Service shall continue to apply until the date we receive your notice or, as applicable, any other subsequent date you indicate in the notice. You acknowledge that we may charge administration fees if you remove one or more Services. Notwithstanding the aforementioned, if you subscribe to a Service as part of a promotion we offer whereby you enjoy lower rates or

other benefits (“**Promotion**”), or if this Agreement is concluded for a defined term, this Agreement shall remain in effect for a term of at least the minimum contract period required by the Promotion (the “**Promotion Period**”) or the defined term. You may cancel the Agreement or your Service before the expiry of the Promotion Period or the defined term, but in this event, you must pay the applicable cancellation indemnity for the Agreement or Service to us, as indicated in the Agreement. If the Agreement does not provide a cancellation indemnity, you shall pay us an amount representing the total amount which would have been paid to us from the date of termination of the Agreement or your Service until end of the Promotion Period or the defined term. Unless you otherwise notify us in writing, the Agreement shall automatically renew at the expiration of the Promotion Period or the defined term, on a monthly basis and at the regular rates then in effect for your Services, and may thereafter be terminated in accordance with the terms set forth above. You shall remain liable for the payment of all outstanding balances accrued up to the effective date of termination. For greater clarification, you hereby waive any right, in law, to unilaterally terminate the Agreement before the expiry of the Promotion Period or the defined term, failing which, you expressly agree to pay us an indemnity, pursuant to the terms hereof, in case of early termination of the Agreement.

- 19. Termination by Cogeco.** We may, in addition to all other rights and at any time, cancel this Agreement or any of your Services: (i) for any reason, upon **5 day** prior notice to you; (ii) without prior notice, if you breach applicable laws; or (iii) without prior notice, and at our sole discretion: (a) if you fail to comply with one or more of the provisions of the Agreement; (b) if you demonstrate abusive, violent, destructive, menacing, or harassing behaviour or (c) upon the occurrence of any act of bankruptcy on your behalf, or if you become insolvent, rely upon any law governing insolvency, bankruptcy or arrangements with creditors or upon the commencement of bankruptcy proceedings against you.
- 20. Intellectual Property.** Neither party will acquire any rights, titles or interests, in any intellectual property rights belonging to the other party, or the other party’s licensors. All ownership rights, titles and intellectual property rights in and to the content accessed through any Services are the property of the applicable

content owner and may be protected by copyright or other applicable laws.

- 21. Dispute Resolution.** In the event of dispute arising or deriving from the Agreement, the parties shall attempt to negotiate a settlement of the dispute, in good faith, within **15 Business Days** from the date the dispute arose. Where the dispute cannot be settled, it may be submitted to mediation before a qualified mediator, jointly designated by the parties. Failing settlement, the parties will refer the dispute to arbitration before a single arbitrator for full and final settlement of the dispute. Arbitration shall take place in Montreal. Each party will bear its own costs. You agree to waive any right to commence or participate in any class action against us related to any dispute.
- 22. General Terms.** (i) **Enforceability.** Our failure to enforce this Agreement, for whatever reason, shall not be construed as a waiver thereof. (ii) **Assignment.** You may not assign or transfer any part of this Agreement without our prior written consent. You agree that we may assign all or part of our rights under this Agreement, at any time and under any circumstances. This Agreement will bind and inure to the benefit of each party’s successors and permitted assigns. (iii) **Applicable Laws.** This Agreement shall be governed and construed in accordance with the applicable laws in the Province in which we deliver the Services. (iv) **Precedence and Entire Agreement.** Notwithstanding any contrary language in your purchase order, correspondence or other form of acknowledgement, this Agreement supersedes all prior quotes, purchase orders, correspondence or communications whether written or oral between you and us. No contract shall exist except as herein provided. (v) **Validity.** Any section, item or other subdivision of the Agreement which is, or becomes illegal, invalid or unenforceable shall be severed from the Agreement and shall not affect or impair the remaining provisions hereof. (vi) **Non-disclosure.** Neither party shall disclose, advertise, or publish any terms and conditions of this Agreement to a third party without the prior written consent of the other party. (vii) **Notices.** All notices shall be provided in writing, delivered in any form which provides valid proof of transmission, addressed to the party for which it is intended at the address set out in this Agreement and any change of address shall be provided in same manner.

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