

## GENERAL TERMS AND CONDITIONS FOR ONTARIO

PLEASE RETAIN FOR FUTURE REFERENCE



### (A) Your Services

1. Cogeco Connexion inc. ("Cogeco", "we", "us" or "our") provides the telecommunications services you have selected which are described in the first few pages of your Service Agreement ("Services").
2. All your Services are for strictly personal and residential use.



### (B) Managing your Agreement

#### Information

3. You may obtain further information regarding:
  - (a) the fees payable under your Agreement;
  - (b) the cost of individual channels or packages; and
  - (c) how to remove or add individual channels or packages and any applicable fees;at [cogeco.ca](http://cogeco.ca) or by contacting Customer Service at the number appearing on the first page of your Agreement.
4. You may manage your account, including your invoices, and your Services by accessing your customer space at [cogeco.ca](http://cogeco.ca).
5. For any information on how to contact Customer Service or make a complaint with respect to your Services, you can call 1-800-267-9000 or visit [cogeco.ca](http://cogeco.ca) and click on "Making a complaint" at the bottom of the homepage. You may also contact the Commission for Complaints for Telecom-Television Services ("CCTS") at [cts-cprst.ca](http://cts-cprst.ca)
6. You are also encouraged to consult the Television Service Provider Code adopted by the Canadian Radio-television and Telecommunications Commission, available at <http://www.crtc.gc.ca/eng/archive/2016/2016-1.pdf> and to consult the Internet Code, available at <https://crtc.gc.ca/eng/archive/2019/2019-269.htm>.

#### Beginning and Term of your Agreement

7. Your Agreement takes effect on the date the service or related equipment is activated.
8. Your Agreement is for an indefinite term, i.e. it does not have an expiry date and it automatically renews every month if you did not subscribe to a service as part of a promotion offering you a guaranteed price or guaranteed savings for a certain period.
9. Your Agreement is for a fixed term of at least the minimum contract period required by the promotion offering a guaranteed price or guaranteed savings on the monthly regular price (the "promotion period" or the "guaranteed savings period"). Unless Cogeco is otherwise notified by you, your Agreement shall automatically renew at the expiration of the promotion or guaranteed savings period for an indefinite term, at the regular rates then in effect for the services, subject to our rights and yours presented in section B of these general terms and conditions.

#### You may Terminate your Agreement

10. You may terminate your Agreement or any of your Services at any time by contacting Customer Service at the number indicated on the first page of your Agreement and specifying the required termination date. You shall pay Cogeco the cancellation indemnity indicated in the Agreement, if you terminate your Agreement during a promotion or guaranteed savings period.
11. You are liable for the payment of the price of the Services provided to you until the date of termination. You also remain liable for the payment of all outstanding balances accrued up to the date of termination.

#### We may Terminate your Agreement or Disconnect your Services

12. Before terminating your Agreement, at any time and for any reason, we will give you at least **60 days'** prior notice.
13. The notice period is reduced to **14 days** if we terminate your Agreement or disconnect your Services because you have failed to comply with any of your undertakings under your Agreement.
14. You will not receive any prior notice if (i) we have to take immediate steps to protect our network or that of our partners or to give all our users fair access to our services, (ii) your Services and our equipment are used in an abusive or fraudulent manner or for any other serious grounds, (iii) your Services and our equipment are used unlawfully or (iv) if you demonstrate abusive, violent, destructive, menacing or harassing behaviour.
15. However, we cannot disconnect your Services where (i) you contest the grounds for the disconnection, (ii) you make a payment covering unpaid amounts not being disputed or (iii) we do not have reasonable grounds to believe that the purpose of the dispute is for you to avoid making or delaying any payments.

### Amending your Agreement and Early Termination Fees

16. We may amend your Agreement at any time, including the price and nature of the service provided. We will notify you of any change at least **30 days** prior to such change becoming effective (**60 days** for High-Speed Internet Service), by written notice dealing only with that matter. This will be a clear and legible notice in writing containing (i) the new clause or the amended clause as well as the previous version, (ii) the effective date of the amendment and (iii) your refusal and termination rights as set forth in the following section.
17. If the amendment has the effect of increasing your obligation or of reducing our obligation, you may refuse the amendment and terminate your Agreement with certain penalty or early termination fee if the termination occurs during a promotion or guaranteed savings period, upon notice to us no later than 30 days following the amendment becoming effective, failing which you will be deemed to have agreed to the amendment.
18. The two paragraphs 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.
19. If you 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 you, 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 yourself, 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 your rights 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 you 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.
20. In the event you subscribed to a Service as part of a promotion offered by us whereby you pay a predetermined guaranteed price for a promotion period, we undertake not to change the price of your Service before the end of such promotion period.
21. In the event you subscribed to a Service as part of a guaranteed savings offer whereby you are offered certain predetermined savings for a guaranteed savings period, we may change the regular price of the Service at any time in accordance with sections 15 and 16 above, but we undertake not to change the amount of savings offered during such guaranteed savings period.



### (C) Your Undertakings regarding the Management of your Access and Personal Information

22. We cannot guarantee the security of your data, files, privacy or access to My Account or the Internet and the equipment. It is up to you to protect them. You may, for example, use passwords to control access, make backup copies of your data, install data protection software, install parental controls, etc. You will be solely liable for any damage arising therefrom.
23. 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 if required by law. You agree to provide us with accurate and complete information associated with your account and to notify us of any change during the term of your Agreement.
24. We assign dynamic IP addresses to you which we may change at our discretion, at any time and without notice. We will not be liable for any claim, damage, loss or cost arising from or relating to a change in the IP address.
25. We know how important it is to protect your privacy. We encourage you to review our privacy policies to obtain further information about how we keep your personal information confidential at [cogeco.ca/en/privacy-policy](http://cogeco.ca/en/privacy-policy).



### (D) Your General Undertakings

26. You must ensure that your Services are used in accordance with your Agreement and all applicable laws and regulations and follow the user manuals and installation guides for the equipment that is leased or sold to you. In particular, you must ensure that:
  - (a) the material you transmit or publish through your Services does not breach any intellectual property rights and the material 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 the person knowing and consenting thereto in writing, 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.

27. You must notify us immediately either in writing, by calling Customer Service at the number indicated on the first page of your Agreement or by visiting [cogeco.ca](http://cogeco.ca), of any theft or illegal use of your Services or the equipment loaned or leased to you or of your account.
28. 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.

#### Access to your Home

29. You authorize us as well as our agents to access your home or any other premises where your Services are provided, during our normal business hours, to (i) install, inspect, repair, reset or maintain any equipment connected to our network, (ii) fix an outage or other problem affecting our network, or (iii) ensure compliance with our obligations.
30. If you do not own the premises where your Services are provided, you confirm that you have obtained the consent of the owner of the premises to allow us to do the necessary work.

#### Invoicing and Payment

31. You must pay the fees payable for your Services according to your Agreement.
32. Your accounts are due and payable in full, in Canadian dollars, by the due date indicated (i) on your invoice; (ii) on your statement issued following your initial authorization for bank direct debits or credit card payments, if applicable.
33. Several payment methods are available to you: (i) automatically, by bank direct debits or credit card payments in accordance with your approval of a preauthorized debit agreement; (ii) by mailing us a cheque or money order; (iii) by telephone or online banking; (iv) at any financial institution; or (v) by credit card, through one of our call centres or your customer account.

#### Late Payment Charge

34. Any late payment shall bear interest at a rate of **2% per month (26.82% per annum)** or the highest rate permitted by law.
35. Accounts overdue for more than **60 days** may be transferred to a collection agency. We may also disconnect your Services or terminate your Agreement (see section 11).

#### Use of Equipment and your Services

36. When you use your Services, you may only use the equipment loaned, leased or sold by Cogeco. We have no obligation to provide any technical support with respect to connecting to other networks, equipment or their connection.
37. You agree to only use the equipment at the address indicated in your Agreement unless you have contacted Customer Service in advance.
38. The content offered on your television service is restricted for use in Canada only. However, access to the program guide and the remote recording function of your remote control is not geographically restricted.



#### (E) Disruption or Unavailability of 911 or your Alarm System

39. It is important to keep your telephone equipment properly connected in order to ensure that the 911 calls will be forwarded to the Emergency 911 Call Center serving your 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 your telephone number.
40. The 911 Emergency Service or your alarm system connected to your telephone line may be temporarily disrupted or unavailable, including for the following reasons:
  - (a) disruption or slowdown of a service due to a situation beyond our control;
  - (b) use of unauthorized equipment or moving of equipment without our consent;
  - (c) equipment failure beyond our control, network configuration problem, electrical power outage or Internet Service outage.



#### (F) Effects of Failure to Fulfil your Undertakings

41. We may suspend or disconnect your Services or terminate your Agreement in accordance with the terms and conditions set forth in sections 11 to 14.
42. We may restrict, block, suspend or disconnect your Services, including the 911 Emergency Service, without notice or delay and without any liability to you, if we have reasonable doubts or if it is established that

our equipment is used fraudulently or seems to be associated with a fraud or with an inappropriate or illegal use or is used in such a manner as to endanger our network or the use thereof by anyone.

43. If we suffer damage, you must compensate us (including for indirect, consequential, special and punitive damages and lost income or profit). If you suffer any such damages, we will not be liable therefor.
44. A reconnection charge may apply if a service call is required to restore any of your Services where it is determined that the problem does not originate from our network or equipment.



#### (G) Sale of Equipment

##### Reservation of Ownership

45. All rights and the risk of loss in and to the equipment sold are transferred to you upon full payment. We remain the sole owner until complete payment of the purchase price.

##### Warranties on Equipment Sold

46. We warrant that your equipment is free from all manufacturing and materials defects, under normal conditions of use and maintenance, for a period of **1 year** following the date of equipment delivery. This warranty may not be assigned or transferred to another person.
47. If your equipment is defective during the warranty period, we may, at our option: (i) repair the defective part or equipment at our expense or (ii) deliver a replacement part or equivalent equipment, at our expense. The equipment or replacement parts may be new or refurbished.
48. You must promptly return your defective equipment to our technical service according to the instructions transmitted in the prepaid box and/or envelope. The defective equipment or parts which are replaced become our property.
49. We warrant that the equipment or parts replaced or repaired are free from manufacturing and material defects, under normal conditions of use and maintenance, for a period of **90 days** following delivery or during the remainder of the initial warranty period, whichever is longer.
50. We will not be liable for loss of data contained or stored in any returned equipment.
51. To benefit from this warranty, the equipment must not have been (i) broken accidentally or (ii) due to force majeure, (iii) your equipment must not have been modified without our authorization and (iv) you must not have used it in an abusive or improper manner. If your equipment is damaged for such reasons or due to your fault, you will be liable for any replacement or repair costs



#### (H) Equipment Leasing

##### General Provisions

52. The equipment that is loaned or leased to you by Cogeco remains the property of Cogeco at all times.
53. You must protect and secure the equipment that is loaned or leased to you and use it with care, prudence and diligence.
54. You must not modify or alter our equipment or software, whether or not it is connected to our network, including its configuration.
55. 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 Customer Service before moving it.
56. You are liable for the entire cost of the repair or replacement of our equipment that is lost or damaged due to your fault.
57. You must return to us any equipment loaned or leased to you as promptly as possible upon termination of your Agreement to one of our places of business or by contacting Customer Service. You may also return the goods to Cogeco at any time during the leasing period even.
58. If you fail to perform your obligation in the manner prescribed in this agreement, we may:
  - (a) exact immediate payment of the instalments due; or
  - (b) retake possession of the goods that form the object of the contract.

Before retaking possession of the goods, we must give you a notice in writing of 30 days during which you may, as you choose:

- (a) remedy the fact that he is in default; or
- (b) return the goods to Cogeco.

59. If you return the goods to us, your obligation under this Agreement is extinguished and we are not bound to return to you the payments we received from you.
60. You have no right of ownership in the goods leased or loaned.

We shall assume the risk of loss or deterioration by superior force of the goods forming the object of this contract except where you

withholds the goods without right or, where such is the case, after ownership of the goods has been transferred to you by Cogeco.

You benefit from the same warranties respecting the leased goods as a customer owning such goods.



**(I) Conditions that may Affect your Services**

61. We do not warrant that the Services provided will never be interrupted, unavailable, inaccessible, slowed down, unstable or limited.
62. We will not be liable (including for indirect, consequential, special and punitive damages and lost income or benefits you may suffer) in the following situations:
  - (a) situations beyond our control such as, without limitation, transmission delays caused by interference, equipment failure, electrical power outages or failures at third party facilities, or a fault committed by other businesses which affect our network or other cases;
  - (b) maintenance work we perform from time to time to ensure the proper operation and improvement of our network which may cause service disruptions or slowdowns;
  - (c) traffic management when a large quantity of data is sent from your Internet equipment, slowing down your Service;
  - (d) problems related to the transmission, storage or accessibility of materials available through your Services;
  - (e) content or television programming offered through providers of entertainment content. We have no control over the quality of such content or any change or withdrawal of channels;
  - (f) the moving of equipment without our consent or the connection of non-voice equipment, such as medical monitoring devices or home security systems.
63. We will only be liable for the direct consequences of our personal actions or those of our representatives. In such cases, our maximum liability is limited to the total amount you have paid us under the terms of your Agreement during the 12-month period preceding the claim. However, our liability is not limited in the case of death, bodily injury, gross negligence or wilful misconduct on our part.

64. In the case of errors or omissions in entries in the telephone directory, our liability is limited to contacting our partners to correct the error or omission.



**(J) Undertaking to Indemnify us in the Case of Lawsuits relating to the Use of your Services or the Equipment**

65. You may be held liable for our damages, including our attorney's fees, if the cause of action arises for example from (i) the fact that you did not comply with your Agreement or any applicable laws (ii) the unlawful or inappropriate use of your Services or (iii) the fact that you posted or sent material through the Services.



**(K) General Provisions**

66. Any failure by us to enforce any provision of your Agreement shall not be construed as a waiver of our right to do so at any time.
67. If any portion of your Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and effect.
68. You may not assign or transfer your Agreement or any equipment loaned by Cogeco without our prior written consent. In the absence of any such consent, any assignment shall be deemed null and void. We shall be entitled to assign all or part of your Agreement without your consent.
69. Your Agreement shall be governed by, and construed in accordance with, the laws applicable in the Province of Ontario.

Latest update: April 5, 2021