Terms and Conditions of Web Site Use

NO WARRANTY OR REPRESENTATION

All information and content appearing on the Website is provided for informational purposes only and is provided to you on an "as is" or "as available" basis. Cogeco makes no representation or warranty as to the accuracy or completeness of the information and content appearing on the Website.

Links available on the Website will allow you to link to websites maintained or controlled by third parties. Cogeco provides these links for your convenience and is not responsible for the contents or the use of such linked sites. Cogeco does not warrant the accuracy or completeness of any information available through these links, and makes no representation or endorsement whatsoever about any other Website which you may access through the Website.

COGECO, ITS AFFILIATES AND RELATED COMPANIES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND AGENTS WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSSES OR DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE USE OR PERFORMANCE OF THIS WEBSITE, ANY INFORMATION OR CONTENT AVAILABLE ON THIS WEBSITE, OR ANY OTHER WEBSITE YOU MAY ACCESS THROUGH THIS WEBSITE.

TRADE-MARKS AND COPYRIGHT

The trade-marks, logos and service names (the "trade-marks") displayed on the Website are registered trade-marks of Cogeco and third parties. Nothing on the Website should be construed as granting you the right to use any trade-mark displayed on the Website without the express written consent of Cogeco or the third party who owns the trade-mark. Any unauthorized transmission, or other copying or modification of trade-marks on the Website is strictly prohibited and may be a violation of provincial, federal or international law and may subject the infringing party to legal action.

All information and content appearing or otherwise accessible through the Website is protected by copyright. You may only use or reproduce the information on the Website for your own personal, non-commercial home use, provided you keep intact all copyright and proprietary notices. No information or content on the Website may otherwise be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way whatsoever.

INDEMNITY

To the maximum extent permitted by applicable law, you will defend, indemnify and hold harmless Cogeco, its affiliates and related companies, and each of their respective directors, officers, employees, consultants and agents from and against all claims, liability, and expenses, including all legal fees and costs, arising out of your breach of any provision of the terms and conditions or this Legal Notice or in connection with the use of this Website.

PRIVACY POLICY

When accessing information on the Website, Cogeco may ask you to provide personal information at your own discretion. If you provide personal information, you agree to be bound by the terms and conditions of the Privacy Protection Policy of Cogeco.

GENERAL

Cogeco may, in its sole discretion, change, modify, add or remove any information or content on the Website and any provision of this Legal Notice at any time without notice. If you are dissatisfied with the Website or with the terms and conditions of the Legal Notice, your sole and exclusive remedy is to discontinue using the Website.

This Legal Notice will be governed exclusively by the laws of the Province of Quebec and the laws of Canada applicable therein. The terms and conditions of this Legal Notice constitute the entire agreement between Cogeco and you with respect to your use of the Website. The failure of Cogeco to enforce this Agreement, for whatever reason, shall not be construed as a waiver of any right to do so at any time. If any provisions contained herein shall be determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.