

**GENERAL TERMS AND CONDITIONS AND FAIR USE POLICY FOR
THE PROVISION OF CONSUMER WIRELESS SERVICES IN QUEBEC****PLEASE RETAIN FOR FUTURE REFERENCE****(A) Your Services**

1. Cogeco Connexion Inc. (“**Cogeco**”, “**we**”, “**us**” or “**our**”) provides the wireless telecommunications services you have selected which are described in the first few pages of your Service Agreement (“**Services**”). These General Terms and Conditions and Fair Use Policy (referred to herein as the “**Terms**”) apply to the services you have selected and form part of your Service Agreement (“**Agreement**”) with us.
2. All your Services are for strictly personal use.

(B) Managing your Agreement**Information**

3. You may obtain further information regarding:
 - (a) the fees payable under your Agreement;
 - (b) the other fees that could become payable in connection with your Agreement, depending on your usage; and
 - (c) the coverage area of the Servicesat https://cogeco.ca/en/mobile/coverage-map_area or by contacting Customer Service at the number appearing on the first page of your Agreement.
4. You may manage your account, including your bills (including usage notices and usage monitoring tools), and your Services by accessing your Mobile MyAccount at <https://mobilemyaccount.cogeco.ca>.
5. For any information on how to contact Customer Service or make a complaint with respect to your Services, you can call 1-877-880-6480 or visit <https://cogeco.ca/en/mobile>. You may also contact the Commission for Complaints for Telecom Services (“CCTS”) at ccts-cprst.ca.
6. You are also encouraged to consult the Wireless Code adopted by the Canadian Radio-television and Telecommunications Commission, available on the CRTC’s web site at <https://crtc.gc.ca/eng/phone/mobile/codesimpl.htm>.

Beginning and Term of your Agreement

7. Your Agreement takes effect on the date indicated at the top of the first page of your Agreement.
8. Your Agreement is for an indefinite term, i.e. it does not have an expiry date and it automatically continues every month.

You may Terminate your Agreement

9. You may terminate your Agreement or any of your Services at any time by sending us an email or by contacting Customer Service at the number indicated on the first page of your Agreement and specifying the required termination date.
10. You are liable for the payment of all Service fees and charges incurred by you until the date of termination. You also remain liable for the payment of all outstanding balances accrued up to the date of termination.
11. If you rely on a new service provider to cancel your Services for you, it is up to you to confirm that your new service provider has canceled your Services with us. If the new service provider has not sent us a notice to cancel, you may still be billed by us and will be required to pay for Service(s) we have not terminated.

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 written 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, including these Terms.
14. You will not receive any notice prior to disconnection if (i) action is necessary to protect our network or those of our network partners from harm or to give all our users fair access to our services, (ii) we have reasonable suspicion that fraud is occurring or likely to occur, (iii) your Services are used unlawfully or in an abusive manner, or (iv) if you demonstrate abusive, violent, destructive, menacing or harassing behaviour.
15. A reconnection fee will apply if you reconnect after a suspension or termination of Service.

Amending your Agreement

16. We may amend your Agreement at any time, including the Service fees and nature of the services provided. We will notify you of any change at least **30 days** prior to such change becoming effective, by means of a written notice dealing solely 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. You acknowledge that we may notify you of any change via your Mobile My Account and in these situations, you agree to receive the written notice to your Mobile My Account.
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 at no cost and without incurring any penalty or termination fee, by sending us a notice no later than **30 days** following the effective date of the amendment, failing which you will be deemed to have agreed to it.

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

18. You are solely responsible for the security of any device you choose to connect to the Services. We cannot guarantee the security of your device, data, files, privacy or access to the Mobile My Account platform. 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.
19. We know how important it is to protect your privacy. Any personal information you provide us (including the personal information of others) or that we may otherwise collect to obtain, maintain or terminate the Services in accordance with this Agreement is governed by our Privacy Policy, which is available at cogeco.ca/en/privacy-policy.
20. We may also collect and use technical data, for example your data usage. 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.
21. 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.

(D) Your General Undertakings

22. You are responsible for any misuse of the Services that you have contracted for, even if the inappropriate activity was committed by another person accessing your Services with or without your permission. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services through any means.
23. You must ensure that your Services are used with a compatible device, in accordance with your Agreement and all applicable laws and regulations, and follow the instructions provided by your device manufacturer. In particular, you must ensure that:
 - (a) the material transmitted or published 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); and

- (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.
24. You must notify us immediately either by email or by calling Customer Service at the number indicated on the first page of your Agreement, of any theft or illegal use of your Services or of your account.
25. You agree not to resell or transfer the use of your Services to another person for any purpose whatsoever or to charge for the use of your Services, without our prior written consent.

(E) Invoicing, Payment and Billing Information

26. You must pay the fees payable for your Services according to your Agreement including all usage and long distance charges. Monthly recurring Service charges will start on the initial activation date of the Service(s) and are billed in advance at the beginning of the billing period. This means that your bill will include monthly recurring Service charges for the next month. Pay-per-use charges will be billed after you use them. Examples of pay-per-use charges include, without limitation, additional data, minutes, long distance, and roaming. We will apply a discount or promotion to your account as long as you remain eligible for it. If you become ineligible to receive that discount or promotion, we may remove it from your account, and/or transfer your Service to a comparable Service plan.
27. The start and end date of your bill period is displayed on the first page of your bill. Your accounts are due and payable in full, in Canadian dollars, on the due date indicated on your bill.
28. 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 telephone or online banking; or (iii) by credit card, through one of our call centres or the Mobile My Account platform.

Credit Limits

29. We may impose, modify or remove credit limits on/from your account at any time. When the limit is reached, Cogeco may restrict the addition and usage of further mobility services, and will require that you make a payment of your overage amount to reactivate additional services. International roaming outside of the U.S. is not available to customers with credit limits.

Late Payment Charge

30. If your accounts are not paid by the due date, you will automatically be in default and interest at a rate of **2.50% per month (34.49% per annum)** or at the highest rate permitted by applicable law will accrue from the first day such amounts become overdue following the due date.
31. Accounts overdue for more than **60 days** after the due date may be transferred to a collection agency. We may also disconnect your Services or terminate your Agreement in accordance with sections 12 to 15.

Long Distance and Roaming Airtime Charges

32. You will incur long distance charges when calling the United States or other countries from Canada. When you are travelling outside of Canada, you will incur long distance charges when calling any country other than Canada and your current locality. Long distance rates are subject to change without notice and may vary by plan. Long distance charges apply to Call Forwarding when the number to which you forward the call is long distance. Visit <https://www.cogeco.ca/en/support/mobile/long-distance-rates> for current long distance rates.
33. Long distance airtime charges are rounded up to the next full minute and data usage is rounded up to the nearest kilobyte. A one-minute minimum charge applies to every completed call (made or received). The airtime for the entire call will be charged based on the applicable rate at the beginning of the call. Long distance charges apply to completed or answered calls from the moment you press SEND until you press END, and include the ring time. For long distance calls or calls made on pay-per-use roaming, you may be charged regardless of whether the call is completed. You are responsible for confirming correct numbers and for any connections, charges or liability incurred by accessing special service numbers while roaming.

(F) Use of your Services

34. You may only use your Services with a device that has been verified as compatible with the Services by Cogeco or its third party partner.
35. You do not own the telephone number or ID number assigned to you. You have the right to take (or “port”) your phone number to another Canadian telecommunications service provider. However, you do not have any ownership rights on your number. This means that if you stop doing business with us and choose not to transfer your phone number, we have the right to assign your number to another customer.
36. By asking to transfer your current phone number to Cogeco, you authorize Cogeco to submit the transfer request on your behalf to your existing service provider. We will contact that provider on your behalf to proceed with the transfer if your phone number is supported by our network. If it is not, you will have to change your phone number.
37. We are unable to transfer services associated with your telephone number, such as your security alarm system. If applicable, you will need to contact your provider for these other services.
38. You are obligated to pay all amounts owing on your account with the other service provider. When you transfer your services, the transfer may cause interruption or disconnection of any service or loss of any credit or offer. The transfer of a phone number does not include the transfer of any associated services, including voicemail and apps. Before Cogeco cancels a service on your behalf, it is your responsibility to review the impact such cancellation may have on your eligibility for any credit or offer. You acknowledge that, in cases where we have provided you with a temporary phone number, you may be assigned that phone number on an ongoing basis in the event that we are unable to port-in your telephone number.
39. Services you purchase via other service providers (e.g. purchase of telephone ring tones, specialized phone lines, text alert, etc.) may appear on your Cogeco bill. We have no control over those services or the amounts billed. We therefore cannot be held liable for these agreements between you and these service providers or for any damages you might suffer. You must contact these other service providers directly to resolve any disagreements.
40. Unlimited voice services are provided for personal use only. If your use of our unlimited voice services (including conference calling or call forwarding) is deemed to have a negative impact on the Cogeco Mobile network or any of our partners’ networks and other customers’ enjoyment of our Services, Cogeco may, at its option, terminate or suspend your service. This includes (but is not limited to) voice usage that grossly exceeds the average typical consumer usage; voice calls of abnormal durations; and voice services that are used for data transmissions, transmission of broadcasts, monitoring services, transmission of recorded material, or other connections which don’t consist of uninterrupted live dialog between two individuals. Where reasonable, Cogeco will provide you with notice of improper usage before suspension or disconnection of your Service and, if appropriate, Cogeco may offer you an alternative plan.

9-1-1 Service

41. Wireless Enhanced 9-1-1 is your connection to emergency service providers on your cellphone. Please visit <https://www.cogeco.ca/en/support/mobile/911> for more information about your 9-1-1 Service. There may be occasions where Wireless Enhance 9-1-1 service is not available and we are not able to provide a location to emergency service. In these circumstances, calls to 9-1-1 are directed to an agent that will request the caller's location and redirect the call to the appropriate emergency service centre for that location.

(G) Network and Roaming

42. Services are available in Cogeco’s and its third party network partners’ coverage areas on compatible devices where technology permits.
43. The agreements between Cogeco and its third party network partners do not create a contractual relationship between any such network partner and you. You are not a third party beneficiary of any of these agreements. These network partners have no liability to you and you have no rights against it under these agreements. Our network partners have no legal, equitable, or other liability of any kind to you.
44. Cogeco and its network partners may (i) make changes to the network or other facilities; (ii) change coverage areas; and (iii) change roaming and other network partner arrangements, all at our discretion, without notice.] To the maximum extent

permitted by laws applicable to Cogeco, we are not liable for any changes in your ability to use the Services resulting from such changes.

Roaming in Canada

45. Cogeco's coverage map can be accessed at <https://cogeco.ca/en/mobile/coverage-map>. When you are on roaming in Canada (i.e., when you are in the Nationwide Coverage area) your connection will be established through the services of a third party roaming partner. Our Services and rate plans are designed for you to use predominantly in the Home Coverage area. If the majority of your voice or data usage over three (3) consecutive billing cycles is not in the Home Coverage area, we may suspend or disconnect your Service or restrict your ability to receive service on our roaming partners' networks. Where reasonable, Cogeco will provide you with notice of improper usage before suspension or disconnection of your Service in accordance with sections 12 to 15 herein.

International Roaming

46. Rates may vary when outside Canada, as may rounding practices. Certain roaming charges may not be immediately applied to your bill.
47. Cogeco Daily Roam is active on your account unless you remove it. If you have Cogeco Daily Roam, you use your monthly plan's text, voice minutes and data allotment while travelling in the United States or select international countries (see <https://cogeco.ca/en/mobile/travel> or Mobile My Account for details). Each day of Cogeco Daily Roam is 24-hours from when you first place or answer a call, send or receive a message, or use data while traveling. Cogeco Daily Roam is not for use on cruise ships, airplanes or other satellite locations. Any overage charges will be charged at the overage rate applicable to your monthly plan. At any time before or during your travel, you may remove or re-add Cogeco Daily Roam for any line, add a Cogeco Roam Pack, or edit any of your travel account preferences by calling Cogeco at 1-877-880-6480 from Canada (toll-free) or 1-514-673-2447 from outside of Canada (long distance charges will apply), or accessing Mobile My Account. If you opt out of Cogeco Daily Roam, pay-per-use rates will apply. Cogeco Daily Roam and pay-per-use rates may be changed at any time.

(H) Managing your Data Usage

48. Cogeco will notify you by text message to the applicable wireless number when you reach **75%** and **100%** of your data allotment. Unless you have opted out of Worry Free Data, we will pause your data when you reach **100%** of your data allotment. You may upgrade to a larger data plan or purchase data top-ups through the Mobile My Account portal or by calling us at 1-877-880-6480 from Canada (toll-free) or 1-514-673-2447 from outside of Canada (long distance charges will apply). If you have opted out of Worry Free Data, pay-per-use rates will apply once you reach **100%** of your data allotment. Cogeco will also notify you by text to the applicable wireless number once you incur additional data charges for that wireless number of **fifty dollars (\$50.00)** per billing cycle. Only users who have removed their data overage protection limit in the Mobile My Account platform and therefore consented to pay additional charges will be able to continue to use data after this notice. You will also receive notice if your data usage is restricted or suspended due to a credit limit or past due amounts.
49. For all Cogeco Daily Roam users, data will be paused when you reach 100% of your data limit when roaming. You may upgrade to a larger data plan or purchase data top-ups through the My Account portal or by calling us at 1-877-880-6480. If you have opted out of Cogeco Daily Roam, Cogeco will notify you by text message to the applicable wireless number once you reach additional data usage charges for data roaming for that wireless number in the amount of **one hundred dollars (\$100.00)** per billing cycle. Only users who have removed their data roaming protection limit in the Mobile My Account platform and therefore consented to pay additional charges will be able to continue to use data after this notice. You will also receive notice if your data roaming is restricted or suspended due to a credit limit or past due amounts.
50. All Cogeco Mobile plans with data include a rollover feature. The following terms and conditions apply to data rollover:
- (a) Starting on your second month of receiving Service any data you have not used by the end of the month will be rolled over to the next month.
 - (b) The maximum roll over data you can have at any given time is equal to the monthly data included in your plan. For example, if you subscribe to a 10 GB plan, the maximum amount of data you can rollover in any month is 10 GB.

- (c) Rollover data will expire if you change plans. If you change to another data plan, you will start to accumulate rollover data in your second month after your plan change.
- (d) Unused data included in Cogeco Roam Packs, Data Top-Up, and Bonus Data Top-Up cannot be rolled over.

(I) Effects of Failure to Fulfil your Undertakings

- 51. We may suspend or disconnect your Services or terminate your Agreement in accordance with the terms and conditions set forth in sections 12 to 15.
- 52. We may restrict, block, suspend or disconnect your Services, without notice or delay and without any liability to you, if we have reasonable grounds to suspect or if it is established that your Services are used fraudulently or seem to be associated with fraud, illegal or improper use or are being used in a manner that endangers our network or anyone else's use of it. If we suffer damage as a result of this misuse, you must compensate us (including for indirect, special and punitive damages and lost income or profit). If you suffer any such damages, we will not be liable therefore.
- 53. A reconnection fee will apply if you reconnect after a suspension or termination of Service.

(J) Conditions that may affect your Services including your 9-1-1 emergency service

- 54. The Services are not available everywhere. The quality of any mobile communication connection may vary and may not be adequate in every location at any time. We cannot guarantee that the Services provided, including the 9-1-1 emergency service which is made available, where applicable, by the designated municipal authorities, public alerts, accessibility services or your alarm system connected to your device, will never be interrupted, unavailable, inaccessible, slowed down, unstable or limited. Occasional breaks in services, delays, and other difficulties could occur. To the maximum extent permitted by applicable law, we do not guarantee or warrant the performance, availability, coverage, uninterrupted use, security, pricing or operation of the Services.

(K) Other limitations on our liability to you

- 55. In addition to the limitations described above, Cogeco is not responsible for:
 - (a) emergency alerts that are required by law: we are not responsible for said alerts, including their content, timing or receipt;
 - (b) libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over our network or our partners' network from your device or recorded by your device;
 - (c) damages arising out of the transmission of material or messages over our network or those of our network partners on your behalf, which is in any way unlawful; and
 - (d) any act, omission or negligence of other companies or telecommunications systems when their facilities are used to establish connections to or from your device.
- 56. We cannot be held liable (including direct, indirect, special, punitive damages and loss of income or profits suffered) in situations which do not result from our personal action or that of our representatives. We remain responsible only for reasonable and direct consequences caused by our personal action or that of one of our representatives.
- 57. To the maximum permitted by applicable laws, in respect of the provision of emergency services on a mandatory basis, our liability to you, except in cases where our negligence results in death, bodily injury or damage to your property, is limited to the greater of \$20 and 3 times the amount, if any, you would otherwise be entitled to receive as a refund for the provision of defective Service under your Agreement. However, our liability is not limited in the case of death, bodily injury, gross negligence or wilful misconduct on our part.

(L) Undertaking to Indemnify us in the Case of Lawsuits relating to the Use of your Services

- 58. You agree to hold harmless and indemnify Cogeco against all claims, losses, damages, costs and expenses (including reasonable legal fees and other litigation expenses) resulting from: (i) the fact that you did not comply with your Agreement (including these Terms) 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.

(M) General Provisions

- 59. We may not require the application of any of the provisions of your Agreement. 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.
- 60. If any portion of your Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and effect.
- 61. You may not assign or transfer your Agreement without our prior written consent. In the absence of such consent, any assignment shall be deemed null and void. Cogeco is entitled to assign all or part of your Agreement without your consent.
- 62. Your Agreement shall be governed by, and construed in accordance with, the laws applicable in the Province of Quebec.

Latest update: June 2025

Customer Signature: Retail use only

Date: July 15, 2025

Store Rep Signature:

Date: July 15, 2025