

This document outlines the conditions and guarantees of service between you, physical person or single legal entity, described below by the term « Subscriber » and Cooptel described below by the term « Enterprise ».

The conditions and guarantees of the present Annex applies to each telecommunications service agreement concluded by the Subscriber, either the service agreement of cable distribution, internet or telephony. These services can be governed by the Canadian Radio-television and Telecommunications Commission (the "CRTC") and, in the event where there is incompatibility between the provision of these terms and conditions and the applicable rules set out by the CRTC, the latter will prevail.

For any questions or information regarding these terms and conditions, visit the Cooptel website at [www.cooptel.ca](http://www.cooptel.ca) or call customer service at the telephone number on the front page of the service agreement.

Read the following conditions and guarantees of service before using the Enterprise's services.

### Part A – Conditions and general guarantees

#### 1. Definition

For the purpose of these terms and conditions of service, the following definitions apply:

**1.1. Subscriber** – A physical person who acquires one or many services for personal and strictly residential purposes or a single legal entity who acquires one or many Services for commercial purposes or in the course of carrying on a business. In the event of the services of a residential Subscription is used for commercial purposes or in the course of carrying on a business, the Subscriber will be transferred to the Business Services of Cooptel.

**1.2. Code** – The identification elements that are attributed to the Subscriber by Cooptel or by another supplier, and thereafter transferred to Cooptel, such as telephone number, transition telephone number (used temporarily during a telephone number transfer), calling card, personal identification number ("PIN"), email address, IP address and Web page address.

**1.3. Subscription** – One or the other service subscription from Cooptel concluded between the Subscriber and Cooptel or, depending on the context, all of those subscriptions including their respective annexes.

**1.4. Equipment** – The equipment that is supplied, lent, rented or sold to the Subscriber by Cooptel, according to the individual case, notably modems, routers, decoders and other equipment. All third-party equipment that is not supplied, lent, rented or sold by Cooptel is expressly excluded of the definition. The use of third -party equipment will be at the risk of the Subscriber.

**1.5. Rates and charges** – The rates, the subscription charges and the methods of payment are those fixed by Cooptel. The rates and charges do not include applicable taxes.

**1.6. Price** – The price or the monthly instalments payable for the services given by Cooptel according to the type of service, the type of subscription and, when applicable, the subscription period chosen, the whole in accordance to the Subscription. For greater certainty, and unless the context requires otherwise, "Price" also intends the sale price or the rent amount payable by the subscriber, for equipment, excluding taxes unless otherwise noted.

**1.7. Services** – The basic services, the pay-per-use, pay-per-usage or pay-per-view services, and all other services that are provided to the Subscriber by Cooptel, as mentioned on the subscription. Are specifically excluded from the services, all services and equipment that are not targeted by the Subscription, as well as all necessary technical support related to the use of equipment or material that does not respect the minimal requirements related to the use of the services by the Subscriber.

**1.8. Basic services** – The telecommunications services that are provided to the Subscriber by Cooptel, can include, depending on the Subscribers choice, telephony services, internet, and cable. The basic services also include, in the applicable measure I) the loan or the provision of equipment when basic service is included in the price, II) the grant of an exclusive and non-transferrable license of use of all software requires for the provision of a basic service, as further described in the exclusive license convention accompanying this software, III) the provision of an internet messaging address (whose ownership belongs to Cooptel), as well as IV) every telecommunications service that is complementary to a basic service, or all modality or complementary option to such a service, including, without constraints, the pay-per-use, pay-per-usage or pay-per-view services.

**1.9. Pay-per-use, pay-per-usage and pay-per-view services** – The services related to one-time and non-recurrent events or to the usage by the Subscriber, including, without constraints, video on demand, "à la carte" television, long distance services, internet overconsumption, and required technical intervention.

**1.10. Demarcation** – The demarcation point represents the socket or the place where the modem and Cooptel's equipment connect to those of the Subscriber.

**1.11. Personal information** – Is personal information on the Subscriber, all information concerning the Subscriber contained in his file and likely to identify him/her. Are excluded from these informations, those already shared or otherwise made publicly available, as well as commercial or company information used for operations purposes of Cooptel.

#### 2. Payment of services

**2.1. Use** – The Subscriber is responsible of the use of services and equipment, including costs arising in connection with the third-party equipment used. The Subscriber commits to pay the rates and other applicable charges to Cooptel in accordance to his subscription, plus taxes.

**2.2. Invoicing** – The installations charges and the administrative charges are payable when entry into service. The equipment fees are payable when the equipment is received. The deferred purchased equipment must be paid in total even if they are returned to the enterprise or that the service is interrupted. The monthly fees are payable on the due date specified on the bill or according to the preauthorized bank withdrawals or credit card charge agreement. In the event of a non-existent security deposit, the first month has to be paid in advance. The invoicing periods correspond to calendar months.

**2.3. Fees for insufficient provisions** - Interest charges of 1.25% monthly (16.07% on an annual basis) will be charged to the Subscriber's account for any balance due after the due date.

**2.4. Security deposit** – A deposit of up to 3 months of service may be required, bearing interest to the Subscriber at a rate of 1.08% per annum. This deposit is credited to the account when the subscriber has respected 6 consecutive months of good payments in sum and time.

**2.5. Social share** – A 10.00\$ social share is obligatory to be a member of Cooptel. The social share allows you to benefit from discounted rates 12 months a year, to exercise a voting right at the Annual General Meeting and to benefit from an annual rebate if applicable.

**2.6 Incidentals** – The following fees apply to the following events:

- Appointment cancellation fee: \$ 75 (if the Subscriber is absent during an installation or an appointment requiring the removal of a technician);
- Insufficient provision fee: \$ 11 (for any pre-authorized check or payment returned for insufficient funds or for each charge on the Subscriber's credit card that will not be authorized by the issuing institution);
- Connection fees: \$ 25 for residential customers / \$ 45 for business customers (connection fees and activation of the account following a suspension for non-payment);
- Check reissue fee: \$ 12 (for any check to be reissued to the Subscriber);
- Invoice or file reprinting fee: \$ 32 (for the reissue of any invoice over a period of 12 months at the request of the Subscriber or printing of his file).
- Refurbishment fee: \$ 25 (for any rental equipment returned by the Subscriber stained, broken or not meeting Cooptel's criteria).

**2.7 Refund and Credit** – Any amount due to the Subscriber by Cooptel or any amount credited to the Subscriber's account will be paid to the Subscriber upon request or upon termination of his Subscription within a minimum period of 90 days.

#### 3. Entry into force, duration and termination of each subscription

**3.1. Entry into force** – Every subscription is individually effective from the activation of the basic service in question, or at the time of installation of the equipment, as the case may be, and remains in effect until terminated by one or other of the parties.

**3.2. Duration and renewal** – The duration of the subscription will be one calendar month, and unless otherwise advised by the Subscriber or Cooptel, it will automatically renew the first of each month under the same conditions for an indefinite period.

**3.3. Cancellation of the subscription** – The Subscriber can cancel his order at any time before the activation of the service.

**3.4. Termination** – The Subscriber may cancel his subscription at any time by sending a notice to Cooptel. The notice of termination may be communicated by telephone, fax, e-mail or letter to the Cooptel office. The subscription to the services will end at the time of the transmission of this notice or at the date indicated by the Subscriber. The cancellation of the subscription entails the payment of all fees for services rendered at that time and all accrued or unpaid balances.

**3.5. Offered service as part of a promotion** – The duration of the subscription to a Service offered as part of a Cooptel promotion allowing the Subscriber to benefit from reduced rates or other benefits (a "Promotion") or a fixed period, the subscription will then have a duration corresponding at least to the minimum period provided for by the Promotion (the "Promotion Period") or to the determined period. Unless otherwise specified by the Subscriber, the subscription will be automatically renewed at the end of the promotion period or the specified period, for an indefinite period at the basic price.

**3.6. Termination by Cooptel** – Cooptel may interrupt the services or terminate the Subscription (s) when the Subscriber is in breach of its obligations under any of the subscriptions, particularly in the event of improper use, fraudulent or against the law, or to protect the network. Cooptel may also terminate the Subscription (s) if the Subscriber is not in default to fulfill his obligations under either one of the subscriptions following the transmission of a written notice to the Subscriber at least 60 days before the termination date.

**3.7. Delivery of Equipment** – In the event that the subscription is terminated, the Subscriber undertakes to return, within a period of thirty (30) days, to Cooptel any equipment provided, rented or lent. Otherwise, the Subscriber will reimburse Cooptel the value of the equipment provided, rented or loaned and regain possession thereof.

#### 4. Subscription change

Cooptel may, from time to time, modify each of the clauses of the subscription, including prices, fees, administration fees, equipment costs, the nature of the services, the optional maintenance plan and the content. any of the clauses of these terms and conditions of service. If applicable, Cooptel will send the subscriber, at least 30 days before the entry into force of the amendment, a notice, written clearly and legibly, exclusively containing the new

clause, or the clause thus modified, as well as the previous version. of this clause, the date of entry into force of the modification and the right of the Subscriber to refuse this modification and terminate the Subscription without charge, penalty or termination indemnity by transmitting a notice to Cooptel no later than 30 days after the entry into force of the amendment if it entails the increase of the Subscriber's obligation or the reduction of Cooptel's obligation. Failing to notify Cooptel within this period, the Subscriber will be deemed to have accepted the modification.

## 5. Obligations of the Subscriber

**5.1. Liability arising out of services and equipment** – The Subscriber is responsible for all costs relating to all services and equipment provided by Cooptel. The Subscriber is responsible for charges for calls, transactions and transfers made, calls and software received or accepted, and calls, transactions and transfers billed to him, regardless of who made them. The Subscriber is also responsible for all charges incurred as a result of the use of his calling card, his access codes or his personal identification number which has been assigned to him or who has been selected by him. latest.

**5.2. Installation of the equipment** – Under certain circumstances and with the prior authorization of Cooptel, the Subscriber may or will proceed with the installation of the equipment or their replacement. In the case of equipment not installed by Cooptel, the Subscriber agrees to notify Cooptel within ten (10) days of receipt of the equipment of any defect or else it will be deemed to have received the equipment in good condition Operating.

**5.3. Use of the equipment** – The Subscriber must use the equipment with care, caution and diligence. He also agrees to comply with the instruction manuals provided by Cooptel, if any, and with any directives or requirements of Cooptel regarding the leased equipment. The Subscriber may not modify or alter the equipment or configuration of the equipment rented otherwise he may be held liable for any breakage or damage to the equipment or the costs of the resulting technical intervention. In addition, the Subscriber will be exposed to civil and criminal sanctions.

**5.4. Proper usage** – The services may be used by the Subscriber and all persons authorized by the Subscriber at the service address. The Subscriber may not use the services or allow them to be used by anyone for any purpose or in a manner contrary to the law or in an abusive manner, including, in particular, in order to endanger the equipment, to harm Cooptel or others, so as to prevent others from making fair and proportionate use of it, to send unsolicited messages in bulk, to infringe on copyright, to disrupt the Internet and to house call or send unwelcome or offensive messages.

**5.5. Resale** – It is strictly prohibited for the Subscriber to resell or distribute for reward or free of charge any of the service components for any purpose. Any infringement of this prohibition could lead to the immediate cancellation of the service.

**5.6. Subscriber's equipment** – The Subscriber is responsible for having in his possession all the equipment necessary to connect services at the demarcation point and responsible for providing the equipment (including internal wiring) that meets the minimum requirements for the use of the services. and equipment provided by Cooptel. The Subscriber's equipment must, in particular: I) comply with Industry Canada document titled "Conformity Specification for Terminal Equipment, Terminal Systems, Protective Devices and Handset Telephone Devices that Enable Connection with Electrical Equipment". hearing aids' (SC-03); II) be registered with Industry Canada in accordance with the document "Procedures for Declaration of Conformity and Registration of Terminal Equipment" (DC-01); III) bear a certification number as specified in the Industry Canada document titled "Automated Certification / Registration Number on Terminal Equipment - Application Procedure and Agreement". In the event that technical support services are provided by Cooptel to the Subscriber and result from a defect in the Subscriber's equipment, or any other equipment beyond the demarcation point or such equipment does not meet the minimum necessary requirements, additional administration, installation or technical support costs may then be charged to the Subscriber by Cooptel, which costs will be communicated in advance to the Subscriber.

**5.7. Access to the Subscriber's residence** – The Subscriber undertakes to give free access, in a reasonable manner and during normal business hours, to a duly authorized representative of Cooptel at the places where the services will be provided in order to install, inspect, repair, maintain the equipment or in order to act on the Cooptel network, during a disturbance that disrupts the network and to ensure compliance with the Subscriber's obligations under this agreement. Before entering the premises, Cooptel must obtain the authorization of the Subscriber, except in case of emergency or when Cooptel has obtained a court order. At the Subscriber's request, the Cooptel representative must present valid proof of identity issued by Cooptel.

## 6. Responsibilities of the Subscriber

**6.1. Supplier transfer** – Except in the case of a transfer of the telephone number, the Subscriber must make the necessary arrangements to obtain the termination of the services provided by his former service provider.

**6.2. Usage of identification elements** – The Subscriber is solely responsible for the use of its services and the use that is made of them. Subscriber is responsible for maintaining the security and confidentiality of its Codes. Cooptel assumes no liability for the acts or omissions of the Subscriber or any other person who uses the Subscriber Codes. In the event that the security of the Subscriber's information or Codes is compromised, it is the Subscriber's responsibility to immediately contact Cooptel's technical support. Without limiting the generality of the foregoing, the Subscriber is responsible for all charges on his / her account until such notice has been given to Cooptel.

**6.3. Loss of equipment** – In the event of loss or non-return by the Subscriber of equipment rented to him or breakage that renders it unusable, even if such loss or damage results from

a force majeure or a cause unrelated to the Subscriber, the Subscriber will reimburse Cooptel the value of the equipment in question.

## 7. Equipement

**7.1. Equipment purchase** – Any equipment purchased may be exchanged or refunded within 10 days of the date of purchase upon presentation of the receipt, in good condition and in its original packaging.

**7.2. Equipment rental** – The equipment rented by the Subscriber remains at all times the property of Cooptel. If the service is canceled or if the Subscription is terminated for any reason, the equipment and associated equipment that the Subscriber has received must be returned to Cooptel. Rental fees will be billed to the Subscriber until the equipment and associated equipment are received by Cooptel within thirty (30) days. In the event that the equipment is not returned to Cooptel, the Subscriber will be required to reimburse Cooptel the value of the equipment. The Subscriber agrees to use and maintain the leased equipment in accordance with the operating instructions received from Cooptel, its agents, agents or suppliers, as the case may be. The Subscriber assumes all risks of theft, loss, damage or destruction of such equipment until it is received by Cooptel. All of the Subscriber's obligations with respect to the equipment delivered to it shall survive the expiration or termination of the Subscription to the extent required by the performance thereof.

## 8. Warranty of services and equipment

**8.1. Warranty** – In the event of a breakage resulting from the normal use of the original equipment, the basic warranty provides for the replacement without charge of the said equipment by equivalent equipment of the same type. This warranty begins automatically on the date of purchase of the equipment. Once the guarantee expires, Cooptel no longer supports the equipment maintenance service.

**8.2. New equipment** – Cooptel gives a basic guarantee on its new equipment at the time of purchase. This warranty is 12 months for decoders, 6 months for modems and routers and 30 days on remote controls.

**8.3. Refurbished equipment** – Cooptel gives a basic warranty of its refurbished equipment at the time of purchase of 6 months for decoders, 90 days on modems and routers and 15 days remote controls.

**8.4. Limitation** – These terms and conditions of service represent the only conventional warranties on services and equipment. Services are provided "as is" and to the extent that they are available. Without limiting the generality of the foregoing, Cooptel does not warrant that (i) the Services will meet the Subscriber's needs; II) the performance, availability, use or continued or uninterrupted operation of the services, as well as the hardware and software components, and, if appropriate, that such problems may be resolved; III) data or files transmitted or received by third parties will be without being corrupted or transmitted within a reasonable time or that they will not be intercepted; IV) the property rights or lack of conformity to the right of intellectual property or that the goods available on the Internet are of merchantable quality or according to a particular use, and that V) the services offered are compatible with the software or the equipment owned by the Subscriber.

## 9. Optional residential maintenance plan

**9.1. Services covered by the optional residential maintenance plan** – The repair or replacement of outlets and interior cables accessible from the demarcation point linked to Cooptel's network, not working anymore because of normal wear and tear and service wire if technical problem or defective. The diagnosis of the disturbances caused by the terminal equipment.

**9.2. Non-covered services by optional residential maintenance plan** – The repair or replacement of all equipment terminal or in surplus to the service wire. The problem or damages to the facilities known by the Subscriber or by Cooptel, previously existing in the subscription to the maintenance plan. The damages caused by negligence or vandalism of the facilities. The damages to the facilities due to force majeure, including a natural disaster, fire, flood, lightning, ice-storm or an act of war. The repair or replacement of non-compliant facilities to the electrical codes or to the norms and regulations that apply. The repair or replacement of outlets or interior cables that are inaccessible because it is impossible to access the rooms or to part of the rooms where it is and the reparation of parts or a section of parts. The repair or replacement of outdoor cabling (aerial or buried) linking distinct structures on the same premises. The repair or replacement of facilities intended specifically for data transmission. Undertaking projects after Cooptel business hours. The installation of supplementary outlets or cabling. The repair or replacement of interior outlets or cabling due to damage caused by animals.

**9.3. Coverage** – The offered coverage by the optional maintenance plan comes into effect on the same day of the subscription to the maintenance plan. The optional maintenance plan is subject to an initial duration of 12 months starting from the date of subscription and cancellation fees equivalent to the smallest amount between the remaining time or the invoicing of hours of commitment, will be invoiced if the Subscriber prematurely end his subscription. At the end of the initial duration, the optional maintenance plan remains in effect, on a monthly basis, under the present terms and conditions.

**9.4. Invoicing** – Invoicing will be done within the account statement of the Subscriber at the usual invoicing frequency.

## 10. Responsibility of Cooptel

**10.1. Service interruptions** – Cooptel can not be held accountable for service interruptions resulting of fortuitous events, force majeure or any other major event out of its control. In case of service interruption, the Subscriber must contact Cooptel enabling it to restore its

proper functioning in the best possible delay. The Subscriber will be able to contact the Cooptel fifteen (15) days following such an event to claim a service credit for all interruption superior to 48 continuous hours of service following the call of the Subscriber. Cooptel will be able to interrupt the service for brief periods for network maintenance.

**10.2. Facilities and equipment** – Cooptel's liability is limited to the facilities and equipment that it uses within her territory to deliver the service. Cooptel will be able to require the reimbursement of expenses incurred for visit at the Subscribers residence generated for all equipment that is the Subscribers property or for any modifications carried out by the Subscriber to Cooptel's facilities. The Subscriber is responsible of his equipment, internal circuit, cabling and outlets beyond the demarcation point. Cooptel, with no obligation on its part, can install, at the request of the Subscriber, the internal cabbage and outlets and offer repairation services at the established rate.

**10.3. Exclusions** – Cooptel is not liable for any prejudice resulting from the use, validity, quality, interruption, defectiveness or slowdown of the services provided by it, of an electrical failure, of the failure of the modem and of the equipment. In addition, Cooptel will not be held responsible for: I) any interruption or unavailability of the service, including any interruption or unavailability of the 911 emergency service or any alarm system connected to a telephone line through from which Cooptel provides the services; II) Subscriber's actions and omissions or the operation or failure of the Subscriber's equipment; III) any damage to the Subscriber's equipment resulting from the connection or disconnection of the modem and the equipment rented by Cooptel to the Subscriber.

**10.4 Access to E911 Service** – In addition to the other limitations on the liability of Cooptel and its suppliers, the following limits apply to the provision of enhanced 9-1-1 service ("E911 service") in conjunction with the services from Cooptel provided on the fiber-to-home or fiber-to-business network ("FTTH / B services"), if applicable. FTTH / B services, including E911 service, will not be available during network outages, including scheduled hardware or software upgrades. FTTH / B services will be suspended during extended power outages, i.e. when the back-up power connected to the FTTH / B equipment at the Subscriber (collectively, the "FTTH Equipment / B ") has been exhausted. The FTTH / B equipment may need to be configured in some way or maintained in some locations to ensure the proper operation of FTTH / B services, including E911 service. Therefore, the FTTH / B equipment should not be moved, altered or moved. It is the responsibility of the Subscriber to inform all persons who may be at home, including residents, guests or others, of these limitations and requirements. The Subscriber is solely responsible for the power supply required for the operation of the FTTH / B services, including the E911 service and, unless otherwise specified by Cooptel, the appropriate maintenance of the FTTH / B equipment, including replacement. battery when required by the emergency power supply. To the extent permitted by applicable law, Cooptel and its suppliers will not be liable to the Subscriber or any third party for its inability to use FTTH / B services or to gain access to the E911 service due to limitations set forth in this section or the Subscriber's failure to comply with the requirements set out in this section.

## 11. Personal information

**11.1. Personal information** – The Subscriber confirms that the personal information concerning him provided to Cooptel is accurate and acknowledges having been informed: I) that this personal information will be used to manage his client file (credit, billing, collection); II) that the information contained in his client file will be accessible only when necessary in relation to the subject matter of this file, to employees or agents of Cooptel in the performance of their duties; and III) that his client file will be kept at Cooptel Customer Service, whose details are indicated on the Subscriber's account statement, to which he must forward any request for access or rectification of personal information. The Subscriber undertakes to inform Cooptel without delay of any changes to the personal information that he has provided to Cooptel.

**11.2. Authorization** – The Subscriber authorizes Cooptel to include name, address, and phone number(s) to the nominative list of clients of Cooptel for commercial or philanthropic prospection. The Subscriber has the right to end this authorization at all times, by way of verbal or written notice to this effect addressed to the Customer Service of Cooptel.

**11.3. Access or rectification requests** – The Subscriber's personal information is treated in accordance with the law. The Subscriber's file is kept at Cooptel Customer Service and its information is made available to the Subscriber at any time within 30 days of receipt of a written request. Requests for access to or correction of the Subscriber's personal information must be sent in writing to: Customer Service Manager, 5521 Airport Road, Valcourt, Quebec, JOE 2L0.

## Part B – Other provisions applicable to the telephony services

**12. Options** – The telephony service does not include options, unless the Subscriber request it under the applicable price of such options. The Pay-per-use services, including, without limitation, telephone directory assistance, long-distance services, will be invoiced per use, at the price then applicable at the time of use.

## 13. Long distance service

**13.1. Long-distance service** – The long-distance service is carried-out by default according to the Cooptel's rates. The long-distance service is billed by the minute, and at the end of a call, the time of use is rounded up to the next minute. Minimum fees of one (1) minute are applicable on each call.

**13.2. Non-adherence** – In the event that the Subscriber does not wish to subscribe to the long-distance service in accordance with these terms, the Subscriber acknowledges that he is

responsible for contacting another long-distance provider for this service. Subscriber understands that long distance charges will be billed at rates then in effect for the entire period in which Interim Long-Distance service is provided by Cooptel until the other long-distance provider chosen by the Subscriber to be able to offer the said long distance service.

**13.3. Responsibility of Cooptel** – The Subscriber understands that some long distance service providers may not route long distance calls from the Cooptel network and release Cooptel from any liability in this regard.

**14. Property rights** – The Subscriber has no property rights on the telephone number, the codes or other identification elements assigned by Cooptel under these conditions, and Cooptel can change or take away this phone number, the codes and other identification elements at all times, giving the Subscriber a notice to this effect. Notwithstanding the above, during the period in which the telephony service is provided by Cooptel, the Subscriber owns the exclusive right of use of this phone number. Cooptel can change this number if it has a reasonable ground to do so, such as a requirement from a governmental organization, and that she provides in writing, advance notice thereof, including the reason and the date of entry into force of the telephone number change. In case of emergency, a verbal notice with a subsequent written response will suffice.

## Part C - Other applicable provisions to the internet service

**15. The conditions governing use** – The Subscriber agrees to use the service in accordance to the to the policies and procedures described in the acceptable rules of use available on Cooptel's website and those who can be communicated to him from time to time via his billing email address.

**16. Internet consumption** – The Subscriber acknowledges that the number of gigabytes indicated for each type of subscription constitutes a maximum of use and that any excess use of bandwidth (that is, beyond the maximum applicable to Internet access) will be billed at a rate of \$ 2 / GB rounded up to the highest gigabyte. The maximum amount for excess usage that may be billed is 10% of the bandwidth included in the Subscriber's \$ 2 / GB plan. Once this 10% is reached, Internet consumption will be blocked. Subscriber can view his Internet consumption at [cooptel.ca/space-client/](http://cooptel.ca/space-client/). For information on the use of data for current online activities Subscriber may consult the support section of the website at [cooptel.ca/support/internet/](http://cooptel.ca/support/internet/).

**17. Non-respect of the conditions of use** – The unlimited Internet option is about 800GB of consumption. In case of exceeding the limit of 800GB, a letter will be sent to you advising you of the uses of your Internet consumption. In case of non-compliance with the conditions of use of the service or if it is used in an abusive way and contrary to the normal use thus disturbing other Subscribers of Cooptel, this one reserves the right to suspend or to limit without notice, all the services it provides to the Subscriber and to remove all the equipment and facilities that belong to it. No additional fees will be charged in case of exceeding.

**18. IP address** – Cooptel remains at all times the owner of any IP address that it assigns to its subscribers. IP addresses may change at any time without notice. Cooptel assumes no liability for claims, damages, losses or expenses arising from any change of IP address.

**19. Security** – Cooptel will not be held responsible for any corrupted file or any virus that could affect the use of the service. It is the subscriber's responsibility to protect his system by appropriate means, such as commercially available software, against theft, piracy, unauthorized use or corruption of his data. Any harm caused to the Internet network by the failure of the Subscriber to properly secure his system may result in the immediate termination of his subscription to the service.

**20. Availability of the services** – The internet services are available only where technology permits.

**21. Internet access by telephone** – Telephone Internet Access Service - High Speed Internet service plans include 10 hours per month of dial-up modem connection, where a local Cooptel number is available. Additional usage time and long-distance usage, when the Subscriber requests access from a location outside the local calling area, will be billed at the rate in effect.

## Part D - Other applicable provisions to the cable services

**22. Obligations of Cooptel** – Cooptel's obligations are limited to distributing to the Subscriber the programming that it receives or produces, according to the category of cable television services subscribed by the Subscriber and specified in the subscription. Cooptel is not responsible for the availability of the channels, the content, the use, the validity or the quality of the programs that it receives or distributes through its Cable Television Service. It is also understood that the programming distributed by Cooptel, via its Cable Television Service, is part of a global subscription and that, consequently, it is subject to change without necessarily leading to an adjustment of the prices or rates then applicable.

**23. Signal reception** – Subscriber may not connect the equipment to any number of TVs or receivers above the authorized number indicated on the bill or Subscription, as the case may be, or by himself install additional outlets, failing which the Subscriber exposes to sanctions

of civil and penal nature. The law also prohibits the reception of signals without having paid them, except with the permission of Cooptel. Any departure from the law may result in civil or criminal penalties.

**24. Equipment** – Cooptel can not be held responsible in any way for the operation, maintenance or repair of the Subscriber's television, or any other related device of the Subscriber.

#### **Part E – Other applicable provisions to the rental service**

**25. Entry into force** – The lease begins on the date of delivery of the equipment and is extended, depending on the case, until the termination date of the linked services, on the purchase date of the rented equipment or on the date of return of the equipment when the Subscriber buys or rents new equipment.

**26. Maintenance and repair** – The subscriber shall take reasonable care of the leased equipment and particularly undertakes not to remove or modify the serial number or label. Cooptel will maintain and repair the leased equipment required as a result of normal wear and tear only.

**27. Purchase option** – In the event that Cooptel grants a purchase option on the leased equipment, it may only be exercised 12 months after the start date of the lease. The price of the call option is determined at the price of refurbished equipment at the date of purchase.

**28. Replacement** – Cooptel can replace any equipment rented or sold by new or refurbished equipment of comparable functionality.

**29. Mention** – Required by the Consumer Protection Act: (Long Term Lease Agreement)

- The consumer has no property rights in the rented property.
- The merchant assumes the risk of loss or damage by fortuitous event of the property that is the subject of the contract, unless the consumer holds the property without right or, if appropriate, after ownership of the property has been transferred to him by the merchant.
- The consumer benefits from the same guarantees with regard to the rented property as the consumer who owns such property.
- If the consumer does not perform his obligation in the manner provided in this contract, the merchant may: (a) demand immediate payment of what has become due; (b) repossess the property that is the subject of the contract.
- Before taking possession of the goods, the merchant must give the consumer a 30-day written notice during which the consumer may, at his option: (a) either remedy the fact that he is in default; (b) return the goods to the merchant.
- The consumer may, at any time during the rental period and even if he has not received a notice of recovery, return the property to the merchant.
- When the consumer delivers the goods to the merchant, the contract is terminated automatically. The merchant is not then required to remit to the consumer the amount of past due payments already received and can only claim the actual damages that are a direct and immediate result of the termination of the contract.
- It will be advantageous for the consumer to consult sections 116, 150.10, 150.11 and 150.13 to 150.17 of the Consumer Protection Act (RSQ, P-40.1) and, if necessary, to contact the Office for the Protection of the Consumer. consumer.

#### **Part F – Other general applicable provisions**

**30. Applicable laws** – These terms and conditions shall be interpreted in accordance with the laws in force in the province of Quebec and are subject to the jurisdiction of the District Courts of Saint-François.

**31. Terms and conditions of service** – The fact that Cooptel does not avail itself of a term or service condition of the subscription shall not be interpreted as an abandonment of this term or condition. If any of the terms or conditions of the Subscription were declared invalid and illegal, it will not render the other terms and conditions of such subscription invalid and illegal.