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TELECOMMUNICATION SERVICES AGREEMENT - PART 2 ANTOINE-LABELLE TELECOMMUNICATION COOPERATIVE

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. PREAMBLE

The details of your telecommunication service(s) contained in Parts 1 and 2 of the Telecommunication Services Agreement and any amendments thereto together constitute the entire agreement between you and the Antoine-Labelle Telecommunication Cooperative (hereinafter the "Cooperative").

2. DEFINITIONS

"Address": The address where the Equipment is located and where the Services are provided;

"Service Agreement": All the terms and conditions defined in Part 1 of the Agreement and in this part of the Telecommunication Services Agreement;

"Equipment" means the equipment or software provided, loaned, leased or sold to you by the Cooperative, for example, terminals, routers, uninterruptible power supplies, cabling, optical connector and other telecommunication equipment. Any equipment not provided, loaned, leased or sold to you by the Cooperative is expressly excluded from this definition and its use is solely at your risk;

"Act of God": Means the cases of force majeure usually considered under the empire of article 1470 of the Civil Code of Quebec, that is the occurrence of any unforeseeable and irresistible event;

"Fees" means, as applicable, the installation fees and termination fee payable upon termination of your Service Agreement and the compensatory indemnities payable in the event of breakage or loss of Equipment;

"Price of Your Services": The price or monthly payment payable for the Services offered by the Cooperative pursuant to your Services Agreement and the sale price or rental amount payable for Equipment;

"Authorized Person" means any person 18 years of age or older whom you designate to represent you during the Equipment Installation Service as provided in Section 5;

"Services" means the basic services, packages, pay-as you go services and pay as you go services provided to you by the Cooperative as described in Part 1 of the Agreement including applicable promotions. Equipment loaned to you by the Cooperative or purchased or leased by you from the Cooperative are also part of your Services.

3. PURPOSE

In consideration of the payment of the Price of your Services and the Fees, the Cooperative agrees to provide your Services to your Address on the terms and conditions set forth in the Services Agreement, which may be modified by the Cooperative as provided in Section 7 of this Agreement.

4. EFFECTIVE DATE AND TERM OF YOUR SERVICE AGREEMENT

The Service Agreement is effective upon activation of any new Service, or upon installation of the Equipment, as applicable. The Service Agreement is for an indefinite term and shall remain in effect until terminated in accordance with its terms by you or the Cooperative.

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5. EQUIPMENT INSTALLATION SERVICE

5.1. EQUIPMENT INSTALLATION SERVICE

When you subscribe or move, the Cooperative can install the Equipment it authorizes. This installation service allows the connection of your residence to the Antoine-Labelle MRC fiber-to-the-home network by connecting the Equipment to the device and outlets located at your residence.

This Service is offered at a fixed price as per Schedule A. It covers only surface work, which excludes wiring inside walls.

The Cooperative is not responsible for installation problems caused by unauthorized equipment or wiring in your home.

5.2. PRESENCE DURING THE EQUIPMENT INSTALLATION SERVICE

You or the Authorized Person must be present for the installation of the Equipment, both when the Cooperative's installation technician arrives and during the work.

If you or the Authorized Person is absent when the installation technician arrives, we will contact you at the number you provided when you made the appointment for the installation of the Equipment. In case of non-response, a message will be left on your answering machine (if possible).

No matter the reason for your or the Authorized Person's absence, the Cooperative's installation technician will wait 10 minutes and leave.

The Cooperative will not be responsible for any expenses that may be incurred by you or the Authorized Person. For example, the Cooperative will not reimburse you for taking a day off work for the Equipment installation that was completed, missed or not completed.

5.3. APPROVAL OF THE PLAN FOR THE EQUIPMENT INSTALLATION SERVICE

Before installing the Equipment, the Cooperative's installation technician will present an installation plan to you or the Authorized Person. This plan includes, for example, the location of the Equipment. The installation technician will proceed with the installation plan only after you or the Authorized Person has approve it.

6. WARRANTY AND LIMITATION OF LIABILITY (SEE APPENDIX 1 FOR VALUE OF EQUIPMENT)

6.1. WARRANTY ON SUPPLIED, LOANED OR RENTED EQUIPMENT

The Cooperative warrants the Equipment provided, loaned or rented, and agrees to replace it with equivalent equipment in the event of a defect.

The warranty does not apply if the equipment is broken or defective for any of the following reasons:

- An accident;
- An act of God;
- Equipment modified without the Cooperative's authorization; or
- Misuse or abuse of the equipment.

6.2. MANUFACTURER'S WARRANTY (FOR EQUIPMENT SOLD)

If you purchased the Equipment and it is defective due to a manufacturing defect, you must notify the Cooperative as soon as you notice the defect to be entitled to the manufacturer's warranty.

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The manufacturer's warranty does not apply if the Equipment is broken or defective for any of the following reasons:

- An accident;
- An act of God;
- Equipment modified without the Cooperative's authorization; or
- Misuse or abuse of the equipment.

6.3. 15-DAY SATISFACTION GUARANTEE

The Cooperative offers a satisfaction guarantee on the installation of your Services and Equipment provided, loaned or rented from the moment of their activation. If you are not satisfied with the installation, we invite you to contact our member services department no later than 15 days from the installation at 819.623.2825..

6.4. LIMITATION OF LIABILITY

The Cooperative does not warrant the continued use or uninterrupted operation of the Services however, the Cooperative will use reasonable efforts to ensure continued use and uninterrupted operation.

The Cooperative shall not be liable in any way for interruptions of services, delays or malfunctions, loss or corruption of data by intrusion or otherwise, or for damages resulting therefrom, directly or indirectly. In particular, the Cooperative does not warrant that the services will satisfy your needs;

- the performance, availability, use or continuous or uninterrupted operation of the Services or the hardware and software components of the Equipment;
- that data or files transmitted or received by third parties will be transmitted or received without being corrupted or intercepted, or within a reasonable time; or
- that the Services offered are compatible with your equipment or software.

- traffic management when a large quantity of data is sent from your Internet equipment, slowing down your Service;
- problems related to the transmission, storage or accessibility of materials available through your Services;
- the moving of equipment without the Cooperative consent or the connection of non-voice equipment, such as medical monitoring devices or home security systems.

6.4.1 WI-FI CALLING

Please note that the "Wi-Fi Calling" feature is an option available on some device models and accessible with some cell phone providers. The Cooperative cannot guarantee the availability or reliability of this feature. Emergency services will not be able to determine your location if you dial 9-1-1 in "Wi-Fi call" mode. The response team will be dispatched to the address registered in your device (make sure that this address is up to date with your MOBILE phone provider).

6.4.2 LOCAL LOOP

The Cooperative ensures the proper functioning of VoIP telephony connected directly to the Nokia modem. The Cooperative does not guarantee the telephone wiring of the residence, commonly referred to as the "local loop."

6.4.3 DIAGNOSIS AND TROUBLESHOOTING OF YOUR PERSONAL DEVICES

The Cooperative cannot be held responsible for the proper functioning of your personal devices connected to the Services, including "TV BOX" (illegal in Canada), printers, security cameras, and others. The Cooperative recommends contacting the device's supplier or an IT technician for assistance.

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6.4.4 IP ADDRESS

The Cooperative assign dynamic IP addresses to you which it may change at its discretion, at any time and without notice. The Cooperative will not be liable for any claim, damage, loss, or cost arising from or relating to a change in the IP address.

6.5. INTERRUPTION OF SERVICE FOR 48 HOURS OR MORE

Without limiting the provisions of Section 6.4 of this Agreement, if you experience an interruption of your Services, you must notify the Cooperative immediately by contacting the Cooperative at 819.623.2825 so that the Cooperative may restore proper operation as soon as possible.

If the interruption you have reported exceeds forty-eight (48) consecutive hours, you may then contact the Cooperative in writing within fifteen (15) days of the end of the interruption to claim a credit on the Price of your Services, which will be prorated for the duration of the interruption, starting from the time of notification. No credit will be given in the event of force majeure or circumstances beyond the Cooperative's control, including, but not limited to, fraud or weather conditions (such as lightning, storms, unusually high winds, torrential rains, ice storms or winter storms).

7. IMPORTANT INFORMATION REGARDING VOIP RESIDENTIAL PHONE SERVICE AND 9-1-1 SERVICE.

ITEM 7 CONCERNS USERS OF THE COOPERATIVE'S RESIDENTIAL TELEPHONE SERVICE.

7.1. DESCRIPTION

VoIP service allows you to make or receive telephone calls over the Internet to or from the public switched telephone network. VoIP phone calls, while similar in appearance to traditional phone calls, have their own limitations and conditions, and you acknowledge and agree that differences exist between traditional phone service and VoIP phone service, including the absence of traditional 9-1-1 emergency service.

7.2. DEADLINE FOR CANCELLING AN APPOINTMENT WITH TELEPHONY

Due to the portability process of your telephone number, you must give us at least 48 to 72 hours' notice if you have to cancel or reschedule your installation appointment. If this delay is not respected, your number could be transferred to the Cooperative and you will have to wait a few days before getting your number back from your provider.

7.3. 9-1-1 SERVICE

Due to the nature of VoIP telephone calls, emergency calls made to 9-1-1 using VoIP service will be handled differently than those made using traditional telephone service. The following provisions describe the differences and limitations relating to 9-1-1 emergency calls, and you hereby acknowledge and understand the differences set forth below between traditional 9-1-1 service and VoIP 9 – 1 - 1 service with respect to 9-1-1 calls made using your VoIP line.

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7.4. MAKING 9-1-1 CALLS

When you make a 9-1-1 emergency call, the VoIP service will attempt to automatically route your 9-1-1 call, through another service provider, to the Public Safety Answering Point (PSAP) that corresponds to the address on your subscription record. However, due to the limitations of VoIP telephone services, your 9-1-1 call may be routed to a different location than where your call would be routed by traditional 9-1-1 service. For example, your call may be transferred to a provider that specializes in handling emergency calls. This call center is different from the PSAP that would answer a traditional 9-1-1 call and where your contact information is automatically displayed; therefore, you may need to provide your name, address and phone number to the call center operator.

7.5. TRANSMISSION OF YOUR DETAILS

The VoIP service will attempt to automatically provide your contact information to the PSAC dispatcher or emergency operator, along with the name, address and phone number on your subscription record. However, for technical reasons, the receiving dispatcher may not be able to record your name, phone number and location. Therefore, when you make a 9-1-1 emergency call, you must immediately tell the dispatcher your location (or the location of the emergency, if different). If you are unable to speak, the dispatcher may not be able to determine your location if the contact information in your subscription record is not current.

7.6. ACCURACY OF INFORMATION

You are required to provide and update your contact information (including your name, home address and telephone number). If you do not provide your correct address, or if your contact information has recently changed or has not

been updated, 9-1-1 calls may be routed to the wrong emergency call center.

7.7. INTERRUPTIONS

Since the dispatcher may not have your number and contact information, you should not interrupt your 9-1-1 emergency call until the dispatcher allows you to do so. If you accidentally lose the call, call back immediately.

7.8. TIME TO ESTABLISH COMMUNICATION

For technical reasons, including network congestion, it is possible that a 9-1-1 emergency call may produce a busy signal or take longer to establish than a traditional 9-1-1 emergency call.

7.9. 9-1-1 CALLS MAY NOT WORK

For technical reasons, it may not be possible to make 9-1-1 VoIP emergency calls, or service may be restricted, in the following situations, but not limited to:

failure of the Service or your Service Access Device - if your System Access Device stops working or is not configured properly, or if your VoIP Service does not work properly for any reason, including a power outage, VoIP service interruption, service suspension or disconnection due to billing issues, network or Internet congestion, or network or Internet failure due to a power, network or Internet outage you may need to reboot or reconfigure the System Access Device before you can use the VoIP Service, including 9-1-1 emergency calls; and change of location - if you install your System Access Device at a location other than the one specified in your subscription information or in your subscription record with the Cooperative.

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7.10. REPLACEMENT SERVICES

If you are uncomfortable with the limitations of 9-1-1 emergency calls, the Cooperative recommends that you cancel your VoIP subscription or consider an alternative solution to access traditional 9-1-1 emergency service.

7.11. INFORMING OTHER USERS

You are required to inform, and you agree to inform, any user or prospective user of your VoIP Service about the nature and limitations of 9-1-1 emergency calls made using the VoIP Service, as provided herein.

7.12. LIABILITY

You are advised to review the section regarding the Cooperative's limitation of liability.

By accepting these terms and conditions, you agree to the Cooperative's VoIP services on these terms and conditions, and hereby waive any and all claims or causes of action against the Cooperative, its affiliates, underlying operators, officers, directors, employees, agents or contractors, licensors and suppliers arising out of or in connection with the Cooperative's 9-1-1 Service. You also agree to indemnify, defend, and hold harmless the foregoing persons from and against any and all claims for damages, including legal fees. The waiver and indemnity granted by Member in this section shall survive the cancellation of this Agreement.

8. CHANGES TO YOUR SERVICE AGREEMENT

As technologies and Services evolve, we may change the terms of this Agreement upon notice. We provide notices in:

Posted in the "About us" section of our website;

Sending emails to the email address provided by the member at the time of subscription to the Services, or to the current email address, if a change notice has been received. You are responsible for notifying us of any changes to your email address by contacting the Member Services Team at info@ctal.ca or by telephone. Otherwise, we will continue to use your old email address until we are notified of the change.

The nature of the Services may also be changed at your request, in which case the changes agreed upon with the Cooperative's representative will be deemed to be part of this Agreement Part 1 and will replace or supplement, as the case may be, the provisions already contained in this Part.

9. TERMINATION OF YOUR SERVICE AGREEMENT

The Cooperative reserves the right to terminate the Services Agreement at any time for any reason it deems sufficient.

At any time, and upon payment of the Price of your Services, as then rendered, and the Fee, if any, you may terminate the Services Agreement or request a modification to your Services by contacting our member services department at 819.623.2825.

Equipment not purchased (loaned or leased) by the Cooperative for Services remains the property of the Cooperative. It must be returned within thirty (30) days of the date of termination of Services to activate account closure and final billing. All Equipment must be returned undamaged and in its original condition with all documentation and packaging in good condition. If a unit is not returned within the prescribed maximum thirty (30) day period, the full cost of the equipment will be charged to your account in the amounts set forth in Appendix 1.

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10. PAYMENT OF YOUR SERVICES AND FEES

10.1. COMMITMENT TO PAY

You are responsible for the use of your Services and the Equipment installed at your Address and for the charges incurred by the use of any other equipment, and you agree to pay to the Cooperative the total amount due for the Price of your Services and the Charges, plus applicable taxes.

10.2. BILLING

The price of your Services will be billed in advance, on a monthly basis, except for certain pay-as you go services and Fees, which will be billed as they arrive, at the price in effect at the time of their use. You will receive a monthly invoice, and amounts billed will be payable within thirty (30) days, as indicated on your invoice.

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.

10.3. DISPUTING AN OVERCHARGED OR ERRONEOUSLY BILLED AMOUNT

You have ninety (90) days from the date of invoice to dispute an overcharge or error. This amount will be credited to you if our audits show that you have been overcharged or erroneously billed. If you dispute only a portion of the amount of your invoice, you must pay the undisputed portion by the due date indicated on your invoice, failing which the undisputed portion of the amount of your invoice will be past due and will bear interest at the rate indicated in Section 10.4.

10.4. FAILURE TO PAY AMOUNTS WHEN DUE

If you fail to pay invoiced amounts when due, they will bear interest at the rate of 2.0% per month, compounded monthly (26.82% per annum), calculated from the date of invoice. Any partial payment will be charged first against the accrued interest and then against the unpaid principal, beginning with the overdue amounts with the latest due date.

10.5. PAYMENT REFUSED BY YOUR BANKING INSTITUTION

If a payment is refused by your banking institution, the Cooperative may claim from you the amount incurred to collect such payment in the amounts set forth in Appendix 1 of this Agreement.

11. YOUR OBLIGATIONS AND RESPONSABILITIES

11.1. USE OF THE EQUIPMENT AND YOUR SERVICES

You agree to use the Equipment and your Services in accordance with applicable laws and regulations. You can refer to Appendix 2 for our Rules of Use.

When you use your Services, you may only use the equipment loaned, leased, or sold by the Cooperative. The Cooperative have no obligation to provide any technical support with respect to connecting to other networks, equipment, or their connection.

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11.2. USE AND OWNERSHIP OF EQUIPMENT PROVIDED, LEASED OR LOANED

The Cooperative retains ownership of the Equipment provided, rented or loaned. At all times, you must use such Equipment with care, caution and diligence. You are responsible for protecting and securing the Equipment by appropriate means.

11.3. EQUIPMENT PROVIDED, RENTED OR LOANED LOST, STOLEN, BROKEN OR DESTROYED

You must notify the Cooperative immediately if any Equipment provided, rented or loaned is lost, stolen, broken or destroyed. In addition, the Equipment may not be used at any location other than your Address, unless otherwise specified in the Details of your telecommunication services.

11.4. EQUIPMENT USED IN ACCORDANCE WITH INSTRUCTION MANUALS

The Equipment or its configuration may not be altered or modified, and the Equipment shall be used at all times in accordance with the instruction manuals, guidelines or requirements provided by the Cooperative.

11.5. USE OF THE SERVICES

At all times, you remain responsible for the use of the Services, and you may not use or permit the use of the Services for any purpose or in any manner that is unlawful or improper, whether in a manner that endangers the Services, harms the Cooperative or its network, harms others, or is disproportionate or unreasonable. You may not resell the Services or offer them to others, whether or not for consideration. You can refer to Appendix 2 for our Rules of Use.

11.6. LEGAL USE OF SERVICES AND EQUIPMENT

11.6.1. INTERNET SERVICE

You agree to use the Service and the Equipment only for lawful purposes. The Service may not be used to transmit or receive content that is unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, sexually explicit, vulgar, racially or ethnically objectionable or otherwise objectionable. This includes, but is not limited to, content that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, provincial, national, or international law. The Cooperative reserves the right to terminate the Service immediately and without prior notice if the member violates the above restrictions. In such event, the member will be responsible for all Service charges to the date of termination, including unbilled charges, if any; all of which shall become due and payable immediately upon termination of the Service.

11.6.2. VOIP PHONE SERVICE

You may not use the Service or a device for automatic dialing, telemarketing with continuous or bulk call transfers, fax broadcasting or voice mail, or fax or voice mail abuse. The Cooperative reserves the right to immediately terminate or modify your Service if we determine that use of the Service or device is, or was at any time, inconsistent with regular residential usage patterns.

11.6.2.1. FRAUDULENT CALLS

You are fully responsible for the security and integrity of your VoIP gateway, and acknowledge that any usage fees resulting from unauthorized access to your gateway by a known or unknown party will be charged to your account.

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11.7. ACCES TO YOUR HOME

You agree to provide a duly authorized representative of the Cooperative with reasonable access during normal business hours to the Address and to the equipment on the premises for the purpose of installing, repairing or maintaining the Equipment, your equipment or third party equipment, or to act on the Cooperative's or a third party's network in the event of an outage or disturbance on such network, and to ensure compliance with the obligations under the Services Agreement.

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.

You agree that failure to do so may result in the unavailability of the 9-1-1 emergency service.

12. MANAGEMENT OF PERSONNAL INFORMATION

12.1. PERSONNAL INFORMATION

The Cooperative may collect, use and retain the following personal information:

- Your name and contact information;
- Your credit information;
- Your date of birth, gender and marital status; and
- Any other information that identifies you.

You agree to provide the Cooperative with accurate and complete personal information and to notify the Cooperative of any changes to this information.

12.2. USE AND CONFIRIDENTIALITY OF PERSONAL INFORMATION

The Cooperative will use your personal information only as permitted by law.

The Cooperative is committed to maintaining the confidentiality of personal information in its possession by security safeguards appropriate to the medium and sensitivity of the information.

12.3. REQUEST FOR ACCESS OR CORRECTION

You may, in writing, request access to your Personal Information at any time. The Cooperative undertakes to make it available to you within thirty (30) days of your request.

13. MISCELLANEOUS PROVISIONS

13.1. INTERPRETATION

The Service Agreement shall be governed by and construed in accordance with the laws and regulations in force in the Province of Quebec.

13.2. ASSIGNMENT OR TRANSFER OF THE SERVICE AGREEMENT AND/OR EQUIPMENT

You may not assign or transfer the Service Agreement and/or the Equipment without the prior consent of the Cooperative. Any such assignment or transfer will be null and void and you will remain responsible for the performance of your obligations under the Service Agreement. The Cooperative reserves the right to assign any or all of its rights and obligations under the Services Agreement without your prior consent.

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13.3. ENFORCEABILITY OF THE SERVICE AGREEMENT

The invalidity or unenforceability of any provision of the Services Agreement shall not affect the validity or enforceability of any other provision.

13.4. FAILURE TO INSIST ON FULL PERFORMANCE OF ANY COVENANT

Failure to insist upon full performance of any of the covenants or to exercise any of the rights contained in the Services Agreement shall not be deemed a waiver of any such right or performance in the future.

13.5. ANY DECISION, NOTICE OR ORDER OF THE CANADIAN RADIO-TELEVISION AND TELECOMMUNICATIONS COMMISSION (CRTC)

During the term of this Service Agreement, any decision, notice or order of the CRTC or any other regulatory body having jurisdiction shall be enforced to the extent provided, notwithstanding the provisions of this Service Agreement, including any decision, notice or order that would result in changes to the nature of the Services, the Charges for the Services or the Price for your Services

APPENDIX 1

EQUIPMENT VALUE

THE VALUE OF THE EQUIPMENT IS PRESENTED HERE AS AN INDICATION. PLEASE REFER TO POINT 6 OF THE SERVICE AGREEMENT FOR TERMS OF USE AND REPLACEMENT.

DESCRIPTIONS	PRIX
OPTICAL LINE TERMINAL (ONT)	175,00\$
ONT POWER CORD	15,00\$
WIRELESS ROUTER	290,00\$
WIRELESS ROUTER PWER CORD	15,00\$
UNINTERRUPTIBLE POWER SUPPLY (UPS)	84,00\$
UPS POWER CORD	10,00\$
BATTERY FOR UPS	56,00\$
FIBER OPTIC PATCH CORD	10,00\$

FEES

DESCRIPTION	PRIX
INSTALLATION FEE*	100,00\$
ADDITION OF AN OUTLET (NETWORK OR TELEPHONE)	50,00\$
LABOUR	65,00\$/L'HEURE
OPTICAL FIBER (PER FOOT)	0,50\$/PIEDS
SEASONAL SUSPENSION	40,00\$
LATE FEES	2,0% PER MONTHS
REACTIVATION FEE (AFTER SUSPENSION FOR NON-PAYMENT)	50,00\$
MOVING CHARGES (CHANGE OF OWNER, WITHOUT TECHNICIAN VISIT)	50,00\$
INSUFFICIENT FUNDS	15,00\$
MEMBERSHIP	20,00\$

*Includes travel, labor, loan of terminal (ONT), router, installation of an optical outlet and a maximum of 100 feet of fiber.

Additional charges apply for any additional equipment not included in the installation, or if the length exceeds 100 feet.

RULES OF USE

Please read the following carefully as this Agreement imposes obligations on you.

INTRODUCTION

The Cooperative is committed to being a good network citizen. To help us protect the usefulness of the Service and to enable you to take full advantage of the Internet, please read the following document which outlines our policy on network abuse. The activities described below constitute a violation of the Service Agreement and may result in the offender losing the Service.

The Acceptable Use Policy prohibits the activities described in, but not limited to, the policy below (the "Policy"). The terms of this policy may change at any time without notice. It is your responsibility to be aware of any changes to the Acceptable Use Policy by checking this [page](#) periodically. If you have any questions about the Acceptable Use Policy, please contact us at info@ctal.ca.

For the purposes of this document, "Internet Host" means any computer or electronic device connected to the Internet and "you" means any user of your Cooperative account.

GENERAL RULES OF ACCEPTABLE USE

You are prohibited from using your Cooperative account to conduct activities that include, without limiting the generality of the following:

1. Transmit unsolicited messages that, in the sole and absolute discretion of the Cooperative, cause significant disruption or complaints from Internet users;
2. Harass users or groups in any way;
3. Impersonate users of the Cooperative or any other Internet
4. Downloading, uploading, transmitting, posting, broadcasting, receiving, retrieving, storing or otherwise accessing information, software or other material (i) that is confidential in nature or protected by copyright or other intellectual property

right without first obtaining the permission of the owner of such rights, (ii) which is defamatory or obscene, contains child pornography or hate literature, or (iii) which constitutes an invasion of privacy, an appropriation of personality, or unauthorized linking or framing;

5. Transmit, receive, distribute or retain any program or information designed to assist the user in defeating copy protection, registration or other anti-theft mechanisms associated with commercial or shareware programs;
6. Transmit, receive, distribute or retain any program or information designed to assist in the fraudulent use of telecommunication services;
7. Use the resources of an Internet Host in a manner not authorized by the administrators, including the transmission of e-mail;
8. Transmit chain letters, or send offers of easy money or pyramid schemes in any way;
9. Posting or transmitting any information or software that contains a virus, cancelbot, Trojan horse, worm or other destructive or disruptive component.

EMAIL

In addition to these Rules, when sending email, you are prohibited from conducting activities including but not limited to:

1. Transmit unsolicited emails that are substantially similar or identical;
2. Encourage or facilitate the transmission of unsolicited emails;
3. Attach an excessively long signature to your emails;
4. Falsify your email headers in any way;
5. Sending emails to disrupt or cause difficulties in receiving other emails.

The Cooperative has a zero-tolerance policy regarding unsolicited email (flooding or "spam"). Acts contrary to the terms of the Cooperative's Acceptable Use Policy may result in termination of your service and may result in other penalties. The account owner is responsible for all actions originating from their account.

Members who maintain opt-in email lists must have a method of confirming subscriptions and be able to provide this information as proof upon request by the Cooperative. At the Cooperative's discretion, if no proof is provided, messages may be considered unsolicited.

The Cooperative reserves the right, in its sole discretion, to limit the number of recipients to whom the customer sends email, the number of subscribers on a subscriber's opt-in email list, and the number of messages a subscriber may send or receive through the service.

GROUPS / DISCUSSION FORUMS

In addition to these Rules, when posting in a newsgroup or forum, you are prohibited from engaging in activities including but not limited to:

1. Post unsolicited messages without express permission unless specifically permitted by the Charter or Frequently Asked Questions;
2. Falsify the headers of your messages in any way.

NETWORK / SECURITY

In addition to these Rules, while using your Cooperative account, you are prohibited from conducting activities that include but are not limited to:

1. Make an Internet Host unable to respond to service requests from other hosts;
2. Analyze or penetrate the security mechanisms of an Internet Host;
3. Falsify any part of the TCP/IP packet headers in any way.

The Cooperative cannot guarantee the security of your data, files, privacy or access to 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.

You alone are responsible for the security of your system. While connected to the Cooperative, you are prohibited from committing any act that intentionally or negligently compromises the security of your Host in any way. Members found responsible for violating the Rules may, at the Cooperative's discretion, have their accounts cancelled or suspended, and may be subject to additional service fees. In addition, any violation of the Acceptable Use Policy may result in criminal and civil liability. The Cooperative will cooperate fully with law enforcement agencies if their investigation so requires. In the event that our staff receives numerous complaints regarding one or more violations of the Acceptable Use Policy, a processing fee per complaint received plus an administrative fee may be charged at the Cooperative's discretion. The Cooperative assumes no liability to its members or to other Internet users for failure to enforce our Acceptable Use Policy. In addition, the Cooperative reserves the right to suspend your account at any time without notice.