

## TELECOMMUNICATIONS SERVICES AGREEMENT – PART 2 ANTOINE-LABELLE TELECOMMUNICATIONS COOPERATIVE

THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

### 1 PREAMBLE

The details of your Telecommunications Service(s) contained in Parts 1 and 2 of the Telecommunications Services Agreement and any amendments together constitute the entire contract between you and the Coopérative de solidarité de télécommunications d'Antoine-Labelle (hereinafter the "Cooperative").

### 2 DEFINITIONS

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

"Services Agreement" means all the terms and conditions set out in Part 1 of the Agreement and in this Part of the Telecommunications Services Agreement;

"Equipment": The Equipment or software provided, loaned, leased or sold to you by the Cooperative, for example, terminals, routers, uninterruptible power supply systems, cabling, optical socket, set-top box, remote control, repeater and other Telecommunications Equipment (see the complete list in the Annex 1). Any equipment not provided, loaned, rented or sold by the Cooperative is expressly excluded from this definition and its use is solely at your own risk;

"Force majeure": Refers to cases of force majeure usually considered under article 1470 of the Civil Code of Québec, i.e., the occurrence of any unforeseeable and irresistible event;

"Fees": As the case may be, installation costs and compensatory indemnities are payable in the event of breakage, loss of Equipment or non-return of Equipment;

"Price of your Services": The price or monthly payment payable in consideration of the Services offered by the Cooperative, in accordance with your Services Agreement,

as well as the sale price or rental amount payable for Equipment;

"Authorized Person": Any person of legal age that you designate to represent himself or herself during the installation service of the Equipment and other authorized person on account;

"Services": The Basic Services, Packages, Pay-Per-View Services and Pay-Per-Use Services provided to you by the Cooperative, as described in Part 1 of the Agreement, including any applicable promotions. Equipment loaned to you by the Cooperative or that you purchase or rent from the Cooperative is also part of your Services.

### 3 OBJECT

In consideration of the payment of the Price of your Services and the Fees, the Cooperative undertakes to provide your Services at your Address, according to the terms and conditions set out in the Services Agreement, which may be modified by the Cooperative, according to the terms and conditions set out in clause 8 of this Agreement.

### 4 EFFECTIVE DATE AND DURATION OF YOUR SERVICE AGREEMENT

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

#### **4.1. CHANGES TO YOUR AGREEMENT**

At any time, the Cooperative may modify the Service Agreement, including the price and nature of the services offered. If you make any changes, you will be notified by our website before they come into effect. This writing will clearly indicate the new or amended clause as well as the previous version, the effective date and your rights of refusal and termination set out in the following paragraph.

If the amendment results in an increase in your obligation or a reduction in the Cooperative's obligation, you may refuse the amendment and terminate your agreement without cost, penalty or termination indemnity, by sending us a notice to that effect no later than 30 days following the coming into force of the amendment. Failure to deliver such notice will result in your acceptance of the change.

### **5 EQUIPMENT INSTALLATION SERVICE**

#### **5.1. INSTALLATION OF EQUIPMENT**

When a subscription or move is made, the Cooperative may install the Equipment it authorizes. This installation service allows your home to be connected to the fibre network of the MRC d'Antoine-Labelle by connecting the Equipment to your home's outlets.

This service is available at a flat rate and at an additional cost as set out in Annex 1 1. It only covers surface work, which excludes in particular wiring work inside walls.

The Cooperative is not responsible for installation problems caused by unauthorized equipment or cables or wires that are in your home.

#### **5.2. PRESENCE DURING THE INSTALLATION SERVICE OF THE EQUIPMENT**

You or the Authorized Person must be present for the installation of the Equipment, both at the time of the arrival of the Cooperative's installation technician and throughout the work.

If you or the Authorized Person is absent when the installation technician arrives, we will contact you at the number you provided to us when you made the appointment for the installation of the Equipment. In case of no response, a message will be left on your answering machine if necessary.

Regardless of the reason for your absence or that of the Authorized Person, the Cooperative's installation technician will leave after a 10-minute wait. Labor-related travel expenses may be charged despite your absence or the absence of the Authorized Person.

The Cooperative shall not be liable for any costs that may be incurred by you or the Authorized Person. For example, the Cooperative will not reimburse any fees for taking a day off for the installation of the Equipment completed, missed or not completed.

#### **5.3. APPROVAL OF THE PLAN FOR THE EQUIPMENT INSTALLATION SERVICE**

Before proceeding with the installation of the Equipment, the Cooperative's installation technician presents an installation plan to you or the Authorized Person. This plan includes, for example, the place to install the Equipment. The installation technician will proceed with the execution of the installation plan only after obtaining your approval or that of the Authorized Person.

## **6 WARRANTY AND LIMITATION OF LIABILITY (SEE ANNEX 1 FOR EQUIPMENT VALUE)**

### **6.1. WARRANTY ON EQUIPMENT SUPPLIED, LOANED OR LEASED**

The Cooperative offers a guarantee on the Equipment supplied, loaned or leased, and undertakes to replace it with equivalent equipment in the event of a defect.

The Equipment loaned or rented to you by the Cooperative remains, at all times, the property of the Cooperative.

You must protect and secure the Equipment loaned or rented to you and use it with care, caution and diligence.

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

- An accident;
- A case of force majeure;
- Equipment modified without the authorization of the Cooperative;
- Improper use or abusive use of the Equipment.

You assume the full cost of repairing or replacing our Equipment lost or damaged through your fault.

### **6.2. MANUFACTURER'S WARRANTY (FOR EQUIPMENT SOLD)**

If you have purchased the Equipment and it is defective due to a manufacturing defect, you must notify the Cooperative as soon as you become aware of it in order to be entitled to the manufacturer's warranty.

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

- An accident;
- A case of force majeure;
- Equipment modified without the authorization of the Cooperative;
- Improper use or abusive use of the Equipment.

We warrant that your Equipment will be free from defects in workmanship and materials, under normal use and maintenance, for a period of **1 year** from the date of delivery. This warranty may not be assigned or transferred to any other person.

If your Equipment is defective during the warranty period, we may, at our option: (i) repair the defective part or Equipment at our expense, or (ii) deliver to you, at our expense, an equivalent replacement part or Equipment. Replacement Equipment or parts may be new or refurbished.

You must return your defective Equipment to our technical department according to the instructions provided. Defective or outdated Equipment or parts that are replaced become our property.

We warrant that your Equipment or replaced or repaired parts will be free from defects in workmanship and materials under normal use and maintenance for the period of **90 days** after delivery or for the remainder of the original warranty period, whichever is longer.

We are not responsible for the loss of data contained in or stored in the returned Equipment.

### **6.3. 15-DAY SATISFACTION GUARANTEE**

The Cooperative offers a satisfaction guarantee on the installation of your Services and the Equipment provided, loaned, rented or sold as of their activation. If you are not satisfied with this installation, we invite you to contact our Member Services within fifteen (15) days of this installation at 819.623.2825.

### **6.4. LIMITATION OF LIABILITY**

The Cooperative does not guarantee the continued use or uninterrupted operation of the Services; It nevertheless undertakes to take reasonable measures to ensure its continuous use and uninterrupted operation.

The Cooperative cannot be held liable for interruptions of the Services, delays or malfunctions, loss or alteration of data by

intrusion or otherwise, or for damages resulting therefrom, directly or indirectly. In particular, the Cooperative does not guarantee that:

- The Services will meet your needs;
- Situations beyond our control such as, but not limited to, transmission delays caused by interference, equipment failures, power failures or installations belonging to other companies, fault committed by other companies and which affect the network or other cases.
- Maintenance work that the Cooperative occasionally does to ensure the proper functioning and improvement of the network, which may cause interruptions or slowdowns in Service.
- Traffic management when a significant amount of data is sent from your Internet Equipment; which slows down your Service.
- Problems with the transmission, storage, or accessibility of material available through your Services.
- The performance, availability, continuous or uninterrupted use or operation of the Services or the hardware and software components of the Equipment;
- Data or files transmitted or received by third parties will be transmitted or intercepted without being corrupted or intercepted or will be transmitted within a reasonable time;
- Television content or programming offered by entertainment content providers. We have no control over the quality of such content or any modification or removal of a channel.
- An error or omission in the listings in the telephone directory. Our responsibility is limited to contacting our partners to correct the error or omission.
- The Services offered are compatible with your own equipment or software.
- Moving Equipment without the consent of the Cooperative or connecting non-voice communication equipment, including medical monitoring devices and home security systems.

#### **6.4.1 WI-FI CALLING**

Please note that "Wi-Fi Calling" is an option available on some device models and accessible with some mobile carriers. The Cooperative cannot guarantee the accessibility or reliability of this function. Emergency services will not be able to determine your location if you dial 9-1-1 in Wi-Fi Calling mode. The response team will be dispatched to the address registered on 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 from the Nokia modem. The Cooperative is in no way responsible for the residence's telephone wiring, commonly known as the "local loop".

#### **6.4.3 DIAGNOSIS AND RESOLUTIONS OF YOUR PERSONAL DEVICES**

The Cooperative cannot be held responsible for the proper functioning of your personal devices connected to the Services, including "TV BOXES" (illegal in Canada), printers, security cameras and others. The Cooperative recommends that you contact the supplier of the device in question or a computer technician.

#### **6.4.4 IP ADDRESS**

The Cooperative dynamically assigns you IP addresses that it can change at its discretion, at any time and without notice. The Cooperative assumes no liability whatsoever for any claims, damages, losses or costs arising out of or in connection with a change in the IP address. If required, the option of a static IP address is available for an additional fee, see Annex 1.

## **6.5. SERVICE INTERRUPTION FOR 48 HOURS OR MORE**

Without limiting what is provided for in clause 6.4 of this Agreement, if you notice an interruption of your Services, you must immediately notify the Cooperative by contacting 819.623.2825 so that it can restore proper functioning as soon as possible.

If the interruption you have reported exceeds forty-eight (48) consecutive hours, you may then contact the Cooperative in writing, by telephone, by email or in person within fifteen (15) days following the end of the interruption to claim a credit on the Price of your Services, which will be calculated on a pro-rata basis for the duration of the interruption, from the time of its report. No credit will be granted in the event of force majeure or circumstances beyond the control of the Cooperative, including but not limited to fraud or weather circumstances (including lightning, storm, unusually strong winds, torrential rain, ice storm or winter storm).

The Cooperative cannot be held responsible for a delay in the performance or non-performance, in whole or in part, of the agreement resulting from a case of force majeure, natural disaster, storm, flood, famine, earthquake, explosion, fire, embargo, labour dispute, accident, civil disturbance, act of insurrection by a civil or military authority or other manifestation of hostility, sabotage, terrorist act, equipment failure, lack or delay in transportation, shortage, delay caused by carriers or suppliers, our inability to obtain supplies, materials or services, unavailability or delay in delivery not resulting from the Cooperative's inability to place orders in a timely manner, government policies, permits, orders or laws, or any other contingency beyond its reasonable control ("**Force Majeure Event**"). A delay due to a Force Majeure Event will extend the delivery date or the time of performance by a period of time reasonably necessary to overcome the effect of such delay. A Force Majeure Event does not include financial hardship or relieve you of your obligation to pay any amount owed to us.

## **7 IMPORTANT INFORMATION ABOUT VOIP RESIDENTIAL PHONE SERVICE AND 9-1-1 SERVICE**

### **ITEM 7 CONCERNS USERS OF THE COOPERATIVE'S RESIDENTIAL PHONE SERVICE.**

#### **7.1. DESCRIPTION**

The 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; you acknowledge and agree that there are differences between the Traditional Telephone Service and the VoIP Telephone Service, including the absence of the traditional 9-1-1 emergency service.

#### **7.2. TIME LIMIT FOR CANCELLING AN APPOINTMENT WITH TELEPHONY**

Due to the portability procedure, you must notify us at least 48 to 72 hours in advance if you need to cancel or reschedule your installation appointment. If this deadline is not met, your number may be ported to the Cooperative and you will have to allow a few days to retrieve this number from your supplier.

#### **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 treated differently than those made using Traditional Telephone Service. The following provisions describe the differences and limitations with respect to 9-1-1 emergency calls and you hereby acknowledge and understand the differences set out below between traditional 9-1-1 service and VoIP 9-1-1 service with respect to 9-1-1 calls made over your VoIP line.

#### **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 a third-party service provider, to the Public Safety Answering Point (PSAP) that corresponds to the address on file for your subscription. 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 third party that specializes in handling emergency calls. This call centre 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 telephone number to the call centre operator.

#### **7.5 TRANSMISSION OF YOUR CONTACT DETAILS**

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

#### **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 don't enter your address correctly, or if your contact information has recently changed or hasn't updated it, 9-1-1 calls may be routed to the wrong emergency call centre.

#### **7.7 INTERRUPTIONS**

Because the dispatcher may not have access to your number and contact information, you should not discontinue your 9-1-1 emergency call until the dispatcher allows you to do so. If you accidentally lose communication, 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 will produce a busy tone or that the call establishment time will be longer than that of 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 VoIP 9-1-1 emergency calls or the Service may be restricted, in the following situations, but not limited to: a service outage or your Service access device – if your System Access Device stops working or is not configured properly or if your VoIP Service does not function properly for any reason, including power outage, VoIP Service interruption, suspension of the Service or disconnection due to billing issues, network or Internet congestion or network or Internet outage due to power, network or Internet outage; You may need to restart 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 in a location other than the one indicated in your subscription information or in your subscription file with the Cooperative.

#### **7.10 ALTERNATIVE SERVICES**

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



### **7.11. INFORM 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 in accordance with this Agreement.

### **7.12. RESPONSIBILITY**

We advise you to review the section relating to the Cooperative's limitation of liability.

By agreeing to these Terms and Conditions, you agree to the Cooperative VoIP Services in accordance with these Terms and Conditions and hereby waive any claim or cause against the Cooperative, its affiliates, underlying operators, officers, directors, employees, agents or contractors, licensors and suppliers arising out of the Cooperative Service 9-1-1 or in connection with it. You also agree to indemnify, defend, and hold harmless the foregoing from any such claims, including legal fees. The waiver and indemnity granted by the Member in this section shall survive the termination of this Agreement.

### **7.13. ALARM SYSTEM INTERRUPTION**

Your alarm system connected to your phone line may be temporarily interrupted or unavailable, including the following reasons:

- Interruption or slowdown of a Service due to a situation beyond our control;
- Use of unauthorized equipment or moving equipment without our consent.
- Failure of Equipment beyond our control, network configuration problem, power outage, or Internet Service failure.

## **8. AMENDING YOUR SERVICE AGREEMENT**

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

- Posting in the "About" 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 notice of the change has been received. In addition, you are responsible for notifying us of any changes to your email address by contacting the Member Services team at [info@ctal.ca](mailto:info@ctal.ca) or by phone. Otherwise, we will continue to use your old email address until we receive notice of the change.

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

## **9. TERMINATION OF YOUR SERVICE AGREEMENT**

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

At any time and upon payment of the Price of your Services, as then rendered and the Fees if applicable, you may terminate the Service Agreement or request a modification to your Services by contacting our Member Services at 819.623.2825.

Equipment not purchased (loaned or leased) provided by the Cooperative (for the Services) remains the property of the Cooperative. They must be returned within thirty (30) days of the date of termination of the Services to activate the account closure. All Equipment must be returned undamaged, in a clean condition and in its original condition with all documentation and packaging in good condition. If any Equipment is not returned within the maximum prescribed period of

thirty (30) days, the full cost of the Equipment will be charged to your account in the amounts set forth in Annex 1.

## **10. PAYMENT OF THE PRICE 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 as well as for the costs incurred by the use of any other equipment and you agree to pay the Cooperative the total amount due for the Price of your Services and the Fees, including applicable taxes.

### **10.2. INVOICING**

Your Services will be billed upfront, monthly, except for certain Pay-as-You-Go Services and Fees which will be charged upon arrival at the price in effect at the time of use. You will receive a monthly invoice and the invoiced amounts will be payable within thirty (30) days, as indicated on your invoice.

You may be charged certain reconnection Fees, including if a technician visit is required to restore any of your Services and the problem is determined not to be attributable to the network or our Equipment.

### **10.3. SERVICE MODIFICATION**

At any time, you can contact the Member Services team to request changes to the content of your subscriptions, including your plans, by calling 819.623.2825. You remain responsible for any amounts due for the Services provided until the effective date of the change.

Any channel selection must be maintained for a minimum of thirty (30) days. In addition, your choice must comply with our policies and the regulatory requirements of the Canadian Radio-television and Telecommunications Commission (CRTC) and programming providers.

We cannot guarantee that the selected channels will remain available, and changes or withdrawals may occur at any time.

### **10.4. DISPUTING AN OVERCHARGED OR ERRONEOUS INVOICE**

You have ninety (90) days from the date of the invoice to dispute an overcharged or erroneous invoice. This amount will be credited to you if our checks show that you were actually overcharged or mistakenly charged.

If you dispute only part of the amount of your invoice, you must pay the undisputed part within the time period stated on your invoice, failing which the undisputed part of your invoice amount will be past due and will bear interest at the rate set out in clause 10.5.

### **10.5. FAILURE TO PAY AMOUNTS WHEN DUE**

If you do not pay the billed 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 payments will be charged first against the increased interest and then against the outstanding principal, starting with the overdue amounts that are the furthest due date from the payment.

We may refer your file to a collection agency if your invoice is not paid sixty (60) days after the due date. We may also suspend your Services or terminate your agreement.

### **10.6. PAYMENT DECLINED 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, according to the amounts set out in Annex 1 of this Agreement.



## **11. YOUR OBLIGATIONS AND RESPONSIBILITIES**

### **11.1. USE OF THE EQUIPMENT AND YOUR SERVICES**

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

When you use your Services, you may only use Equipment loaned, rented or sold by the Cooperative. The Cooperative is under no obligation to provide technical support, in any way, for connection to other networks, other equipment or their connection.

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

The Cooperative remains the owner of the Equipment provided, rented or loaned. At all times, you must use this 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 THAT IS LOST, STOLEN, BROKEN OR DESTROYED**

You must notify the Cooperative immediately if the Equipment provided, rented or loaned is lost, stolen, broken or destroyed (see section 6.1 for warranty and fees). In addition, the Equipment may not be used at any location other than your Address, unless otherwise specified in the details of your Telecommunications Services.

### **11.4. EQUIPMENT USED IN ACCORDANCE WITH INSTRUCTION MANUALS**

The Equipment or its configuration may not be altered or modified and the Equipment must be used at all times in accordance with the instruction manuals, guidelines or requirements communicated 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 them or allow them to be used for a purpose or in a manner contrary to the law or in an abusive manner, whether in such a way as to jeopardize the Services, harm the Cooperative or its network, harm others or by making disproportionate or unreasonable use. You may not resell the Services or offer them to third parties, for or without consideration. You can refer to Annex 2 for our Terms of Use.

## **11.6. LAWFUL USE OF SERVICES AND EQUIPMENT**

### **11.6.1. SERVICE INTERNET**

You agree to use the Services and Equipment only for lawful purposes. The Services may not be used to transmit or receive content that is unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, sexually explicit, vulgar, racially or ethnically derogatory, or otherwise objectionable content. This includes, but is not limited to, any content that encourages conduct that would constitute a criminal offense giving rise to civil liability or otherwise violate any applicable local, state, provincial, national or international law.

The Cooperative reserves the right to restrict, block, suspend or terminate the Services, including the 9-1-1 emergency service, immediately without delay, without prior notice, or liability to the member, if the Cooperative has reasonable doubts, if it is established or if there is danger to our network if the member violates the above restrictions. In such event, the Member will be responsible for all Fees for the Services as of the date of termination, including unbilled fees, if any; all of which shall become due and payable immediately upon termination of the Services.

### **11.6.2. VOIP PHONE SERVICE**

You may not use the Service or any automatic dialing device, telemarketing device with continuous or large volume call transfers, broadcasting by fax or voice mail, or abusive faxing or voice mailing. The Cooperative reserves the right to immediately terminate or modify your Service if we determine that the use of the Service or the device is, or was at any time, incompatible with respect to regular residential use.

#### **11.6.2.1. FRAUDULENT CALLS**

You are solely responsible for the security and integrity of your VoIP Gateway and acknowledge that any usage charges arising from unauthorized access to your Gateway by a known or unknown party will be charged to your account.

### **11.7. ACCESS TO YOUR HOME**

You agree to give free access, in a reasonable manner and during normal business hours, to a duly authorized representative of the Cooperative, to the Address and to the Equipment on site, so that he or she can install, repair, maintain the Equipment, your equipment or the equipment of a third party or so that he or she can act on the Cooperative's or a third party's network, in the event of an outage or disruption affecting the network, as well as to ensure compliance with the obligations under the Services Agreement.

If you do not own the residence where your Services are provided, you confirm that you have received the consent of the owner of the residence to allow the Cooperative to carry out the necessary work.

You agree that any contravention in this regard may result in 9-1-1 emergency service being unavailable.

## **12. MANAGEMENT OF PERSONAL INFORMATION**

### **12.1. PERSONAL 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;
- 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 OF PERSONAL INFORMATION AND CONFIDENTIALITY**

The Cooperative is committed to using your personal information within the limits imposed by law.

The Cooperative is committed to ensuring the confidentiality of the personal information it holds by means of security measures appropriate to the medium and sensitivity of this information in accordance with the Privacy Act. The internal policy on this subject can be requested or consulted by e-mail, telephone or via our website.

### **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 them accessible to you within thirty (30) days of submitting your application.

### **13. MISCELLANEOUS PROVISIONS**

#### **13.1. INTERPRETATION**

The Services 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 SERVICES AGREEMENT AND/OR EQUIPMENT**

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

#### **13.3. ENFORCEABILITY OF THE SERVICES AGREEMENT**

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

#### **13.4. FAILURE TO INSIST ON THE FULL PERFORMANCE OF ANY OF THE COMMITMENTS**

Failure to insist on the full performance of any of the commitments or to exercise any of the rights contained in the Services Agreement shall not be considered as a waiver for the future of such right or performance of such commitment.

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

During the term of this Services Agreement, any decision, notice or order of the CRTC or any other applicable regulatory body shall be enforced to the extent provided, notwithstanding the provisions of this Service Agreement, including any decision, notice or order that would result in any change in the nature of the Services, the Service Fees or the Price of your Services.

**VALUE OF EQUIPMENT**

The value of the Equipment is presented here for information only. Please refer to Section 6 of the Services Agreement for terms of use and replacement.

Description	Price
Optical Line Terminal (ONT)	\$175
Wireless router	\$290
Wireless router EX5510 Must be recommended by technical support	\$350
Wireless repeater	\$200
Wireless repeater WX3310 Must be recommended by technical support	\$250
TP-LINK Switch 5 Ports 10/100Mbps	\$15
Set-top Box	\$180
Remote control	\$30
Uninterruptible Power Supply (UPS) System	\$50
UPS Battery	\$35
Power Cord (ONT – Router – Set-top Box – UPS)	\$30
Fiber optic patch cord (1 meter) Included during installation, chargeable during replacement	\$10
Fiber optic patch cord (3 meters) Included during installation, chargeable during replacement	\$15
Network cable – 3 feet Included during installation, chargeable during replacement	\$3
Network cable – 5 feet Included during installation, chargeable during replacement	\$5
Network cable – 10 feet Included during installation, chargeable during replacement	\$7
Network cable – 25 feet Included during installation, chargeable during replacement	\$12,50
Network cable – 50 feet Included during installation, chargeable during replacement	\$25
3ft HDMI Cable Included during installation, chargeable during replacement	\$10
6ft HDMI Cable Included during installation, chargeable during replacement	\$15

**FEES**

Description	Price
Installation fees*	\$100
Extra outlet (network or telephone)	\$50
Optical fiber	\$0.50/foot \$1.64/meter
Seasonal suspension Includes a suspension and reactivation	\$40
Late fees	2.0% per month
Reactivation fee (after suspension for non-payment)	\$50
Moving fees (change of ownership without technician relocation)	\$50
Insufficient funds	\$15
Membership Fee	\$20

**LABOR COSTS**

Description	Price
IT Support Initial fee of \$65, including 30 minutes of service, and billed in 15-minute increments thereafter	\$65/hour
Installation Technician Initial fee of \$85, including 30 minutes of service, and billed in 15-minute increments thereafter	\$85/hour
Network Technician Initial fee of \$105, including 30 minutes of service, and billed in 15-minute increments thereafter	\$105/hour
Site monitoring or site visit Initial fee of \$89, including 30 minutes of service, and billed in 15-minute increments thereafter	\$89/hour
Project management	\$99/hour

\*Includes travel, labor, terminal loan (ONT), router, installation of an optical outlet and up to 100 feet of fiber optics. Expect additional charges for any addition of Equipment not included in the installation or if the length exceeds 100 feet.

## RULES OF USE

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 allow you to take full advantage of the Internet, please read our network abuse policy. The activities described below constitute a violation of the User Agreement and may result in the loss of the Service for the offender.

The Acceptable Use Rules prohibit the activities described in the policy below (the Rules), but are not limited to. The Terms and Conditions of this policy are subject to change at any time without notice. It is your responsibility to review any changes to the Acceptable Use Rules by checking this [page](#) at regular intervals. If you have any questions about the Usage Rules, please do not hesitate to contact us at [info@ctal.ca](mailto:info@ctal.ca).

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

### GENERAL ACCEPTABLE USE RULES

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

1. Transmit unsolicited messages which, in the sole and absolute discretion of the Cooperative, cause significant interruptions or give rise to complaints from Internet users;
2. harass users or groups in any way;
3. Impersonate users of the Cooperative or any other Internet Service provider in any way whatsoever;
4. Downloading, uploading, transmitting, posting, broadcasting, receiving, retrieving, storing or otherwise reproducing, distributing or otherwise

accessing any information, software or other material (i) that is confidential or protected by copyright or other intellectual property rights, without the prior permission of the rights holder (ii) that is defamatory or obscene, contains child pornography or hate literature, or (iii) constitutes an invasion of privacy, publicity appropriation, or unauthorized linking or framing;

5. Transmit, receive, distribute or store any program or information designed to assist the user in defeating copy protection, recording or any other anti-theft mechanism associated with commercial or shareware programs;
6. Transmit, receive, distribute or store any program or information designed to assist the fraudulent use of telecommunications services;
7. Use the resources of an Internet Host in a manner not authorized by the administrators, including the transmission of e-mail;
8. Forwarding chain letters or sending 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, you may not engage in any activity when sending email, including, but not limited to:

1. Transmit unsolicited e-mail that is substantially similar or identical;
2. Facilitate or facilitate the transmission of unsolicited email;
3. Attaching an excessively long signature to your emails;
4. Forge your email headers in any way;



5. Send emails to disrupt or cause difficulties in receiving other emails.

The Cooperative has a zero-tolerance policy with respect to unsolicited email (flooding or "spam"). Acts contrary to the terms of the Cooperative's Acceptable Use Rules may result in the termination of your Service and may result in other penalties. The account owner is responsible for any act arising from his account.

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

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

### **GROUPS / DISCUSSION FORUMS**

In addition to these Rules, you may not engage in any activities that include, but are not limited to, posting in a discussion group or forum:

1. Post unsolicited messages, without having obtained prior express authorization, unless this action is expressly permitted by the charter or the Frequently Asked Questions;
2. Falsify your message headers in any way.

### **NETWORK / SECURITY**

In addition to these Rules, you are prohibited from engaging in any activity that includes, but is not limited to, when using your Cooperative account:

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

The Cooperative does not guarantee the security of your data, files, privacy, Internet access and Equipment. It's up to you to protect them. You could, for example, use passwords to control access, make backup copies of your data, install data software, install parental controls, etc. Any damage that may result from this will be your sole responsibility.

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, could jeopardize, in any way, the safety of your Host. Members found to have violated the Rules may, at the discretion of the Cooperative, have their account cancelled or suspended and may be required to pay additional service fees. In addition, any violation of the Acceptable Use Rules may result in criminal and civil liability for the perpetrator. The Cooperative will offer full cooperation to the police if their investigation requires it. In the event that our staff receives numerous complaints about one or more violations of the Acceptable Rules of Use, a processing fee per complaint received plus an administrative fee may be charged to the account, at the discretion of the Cooperative. The Cooperative assumes no responsibility to its members or to other Internet users for the failure to apply our Acceptable Use Rules. In addition, the Cooperative reserves the right to suspend your account at any time without notice.

## **RULES IMPOSED BY THE CONSUMER PROTECTION ACT FOR THE LONG-TERM RENTAL OF THE COOPERATIVE'S EQUIPMENT**

The rented Cooperative Equipment does not belong to you. We remain the owners of it, even if it is in your possession.

We assume responsibility for loss or damage to such Equipment that is due to force majeure, unless:

- You did not have the right to be in possession of this Equipment; or
- You had become the owner of the Equipment at the time of loss or damage.

You have the same warranties with respect to the Rented Equipment as if you owned it.

If you fail to meet your commitments or any other requirements set out in the Agreement, we may:

- Demand immediate payment of any amount owed to us; or
- Repossess the Leased Equipment. In such a case, we must notify you in writing **30 days**

in advance. Within this 30-day period, you can avoid repossession by remedying the fact that you have not complied with the Agreement.

You may return the Rented Equipment to us at any time during the rental period. As soon as the Equipment is handed over to us, the rental ends. We do not have to reimburse you for the amount of payments due already received and we can claim from you the actual damages that arise directly and immediately from the termination of the rental.

We have an obligation to minimize our damages.

It is in your best interest to consult sections 116, 150.10, 150.11, 150.13 to 150.17 of the Consumer Protection Act (R.S.Q., c. P-40.1) and, if necessary, to contact the Consumer Protection Office.