

SERVICE AGREEMENT - PART 2

GENERAL TERMS AND CONDITIONS FOR QUEBEC

PLEASE RETAIN FOR FUTURE REFERENCE



A) Your Service

1. Cogeco Connexion Inc. ("**Cogeco**", "**we**", "**us**" or "**our**") provides the telecommunication service that you have selected which is described in Part 1 of your Service Agreement ("**Service**").
2. Your Service is for strictly personal and residential use.



B) Managing your Agreement Information

3. You may obtain further information regarding the fees payable under your Agreement at cogeco.ca or by contacting Customer Service at the number appearing on the first page of Part 1 of your Agreement.
4. You may manage your account, including your invoices, and your Service by accessing your customer space at clientportal.express.cogeco.ca.
5. For any information on how to contact Customer Service or to make a complaint regarding your Services, you can visit support.express.cogeco.ca. You may also contact the Commission for Complaints for Telecom-Television Services ("CCTS") at ccts-cprst.ca.
6. You are also encouraged to consult the Internet Code, available at <https://crtc.gc.ca/eng/archive/2019/2019-269.htm>.

Beginning and Term of your Agreement

7. Your Agreement starts on the date mentioned on the first page of Part 1 of your Agreement.
8. Your Agreement is for an indefinite term, i.e. it does not have an expiry date and it automatically renews every month.

You may Terminate your Agreement

9. You may terminate your Agreement or your Service at any time by contacting Customer Service at the number indicated on the first page of Part 1 of your Agreement and specifying the required termination date.
10. You are liable for the payment of the price of the Service provided to you until the date of termination. You also remain liable for the payment of all outstanding balances accrued up to the date of termination.

We may Terminate your Agreement or Disconnect your Service

11. Before terminating your Agreement, at any time and for any reason, we will give you at least **60 days'** prior notice.
12. The notice period is reduced to **14 days** if we terminate your Agreement or disconnect your Service because you have failed to comply with any of your undertakings under your Agreement.
13. You will not receive any prior notice if (i) we have to take immediate steps to protect our network or that of our partners or to give all our users fair access to our service, (ii) your Service and our equipment are used in an abusive or fraudulent manner or for any other serious grounds, (iii) your Service and our equipment are used unlawfully or (iv) if you demonstrate abusive, violent, destructive, menacing or harassing behaviour.
14. However, we cannot disconnect your Service where (i) you contest the grounds for the disconnection, (ii) you make a payment covering unpaid amounts not being disputed or (iii) we do not have reasonable grounds to believe that the purpose of the dispute is for you to avoid making or delaying any payments.

Amending your Agreement

15. We may amend your Agreement at any time, including the price and nature of the service provided. We will notify you of any change at least **30 days** prior to such change becoming effective (**60 days** for High-Speed Internet Service), by written notice dealing only with that matter. This will be a clear and legible notice in writing containing (i) the new clause or the amended clause as well as the previous version, (ii) the effective date of the amendment and (iii) your refusal and termination rights as set forth in the following section.
16. If an amendment has the effect of increasing your obligation or of reducing our obligation, you may refuse the amendment and terminate your Agreement at no cost and without incurring any penalty or termination fee, upon notice to us no later than **30 days** following the amendment becoming effective, failing which you will be deemed to have agreed to the amendment.



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

17. We cannot guarantee the security of your data, files, privacy or access to My Account or 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.
18. We may collect personal information (such as, without limitation, your name, contact information, banking information, credit card information, date of birth, etc.) from you or other persons and organizations, with your consent or if required by law. You agree to provide us with accurate and complete information associated with your account and to notify us of any change during the term of your Agreement.
19. We assign dynamic IP addresses to you which we may change at our discretion, at any time and without notice. We will not be liable for any claim, damage,

loss or cost arising from or relating to a change in the IP address.

20. We know how important it is to protect your privacy. We encourage you to review our privacy policies to obtain further information about how we keep your personal information confidential at <https://cogeco-public-assets.s3.us-east-2.amazonaws.com/Privacy+Policy+EN.pdf>.



D) Your General Undertakings

21. You must ensure that your Service is used in accordance with your Agreement and all applicable laws and regulations and follow the user manuals and installation guides for the equipment that is leased or sold to you. In particular, you must ensure that:
- (a) the material you transmit or publish through your Service does not breach any intellectual property rights and the material is not obscene or defamatory and does not constitute an illegal threat;
 - (b) your Service is not used to breach the security of another user or to attempt to access the computer, software or data of another person without the person knowing and consenting thereto in writing, or to attempt to circumvent the user authentication or security of any host, network or account;
 - (c) your Service is not used to indiscriminately send unsolicited, undesirable, irrelevant or inappropriate messages, and in particular mass advertising (spamming);
 - (d) the use of your Service will not disrupt the service, equipment or network of another user, of Cogeco or of any of our partners.
22. You must notify us immediately either in writing, by calling Customer Service at the number indicated on the first page of Part 1 of your Agreement or by visiting cogeco.ca, of any theft or illegal use of your Service or the equipment loaned or leased to you or of your account.
23. You agree not to resell or transfer the use of your Service or the equipment to another person for any purpose whatsoever or to charge for the use of your Service, without our prior written consent.

Access to your Home

24. You authorize us as well as our agents to access your home or any other premises where your Service is provided, during our normal business hours, to (i) install, inspect, repair, reset or maintain any equipment connected to our network, (ii) fix an outage or other problem affecting our network, or (iii) ensure compliance with our obligations.
25. If you do not own the premises where your Service is provided, you confirm that you have obtained the consent of the owner of the premises to allow us to do the necessary work.

Invoicing and Payment

26. You must pay the fees payable for your Service according to your Agreement.

27. Your accounts are due and payable in full in Canadian dollars, by the date indicated on your invoice.
28. The payment method available to you is by direct debits on your credit card, as preauthorised by you on our portal.

Late Payment Charge

29. Accounts overdue for more than 60 days may be transferred to a collection agency. We may also disconnect your Service or terminate your Agreement (see section 11).

Use of Equipment and your Service

30. When you use your Service, you may only use the equipment loaned or leased by Cogeco. We have no obligation to provide any technical support with respect to connecting to other networks, equipment or their connection.
31. You agree to only use the equipment at the address indicated in your Agreement unless you have contacted Customer Service in advance.



E) Effects of Failure to Fulfill your Undertakings

32. We may suspend or disconnect your Service or terminate your Agreement in accordance with the terms and conditions set forth in sections 11 to 14.
33. We may restrict, block, suspend or disconnect your Service, without notice or delay and without any liability to you, if we have reasonable doubts or if it is established that our equipment is used fraudulently or seems to be
34. If we suffer damage, you must compensate us (including for indirect, consequential, special and punitive damages and lost income or profit). If you suffer any such damages, we will not be liable therefor.
35. A reconnection charge may apply if a service call is required to restore any of your Service where it is determined that the problem does not originate from our network or equipment.



F) Equipment Leasing General Provisions

36. The equipment that is loaned or leased to you by Cogeco remains the property of Cogeco at all times.
37. You must protect and secure the equipment that is loaned or leased to you and use it with care, prudence and diligence.
38. You must not modify or alter our equipment or software, whether or not it is connected to our network, including its configuration.
39. You may not authorize another person to perform work, repairs or changes to our equipment without our prior express written consent. If you wish to move our equipment, contact Customer Service before moving it.

40. You are liable for the entire cost of the repair or replacement of our equipment that is lost or damaged due to your fault.
41. You must return to us any equipment loaned or leased to you as promptly as possible upon termination of your Agreement to one of our places of business or by contacting Customer Service.

Clause required under the Consumer Protection Act

42. Contract other than a contract of credit that contains a reserve of ownership clause
If the consumer fails to perform his obligation in the manner prescribed in this agreement, the merchant may:
 - (a) exact immediate payment of the instalments due; or
 - (b) retake possession of the goods that form the object of the CONTRACT.

Before retaking possession of the goods, the merchant must give the consumer a notice in writing of 30 days during which the consumer may, as he chooses:

- (a) remedy the fact that he is in default; or
- (b) return the goods to the merchant.

If the consumer returns the goods to the merchant, his obligation under this contract is extinguished and the merchant is not bound to return to him the payments he has received from him.

If, before his default, the consumer has paid at least one-half of the amount of the total obligation and of the down payment, the merchant may not recover possession of the goods unless he first obtains the permission of the court.

Long-term contract of lease

The consumer has no right of ownership in the goods leased.

The merchant shall assume the risk of loss or deterioration by superior force of the goods forming the object of this contract except where the consumer withholds the goods without right or, where such is the case, after ownership of the goods has been transferred to him by the merchant.

The consumer benefits from the same warranties respecting the leased goods as a consumer owning such goods.

Where the consumer is in default to perform his obligation in the manner prescribed in this contract, the merchant may:

- (a) exact immediate payment of that which is due; or
- (b) retake possession of the goods forming the object of the contract.

Before retaking possession of the goods, the merchant must give the consumer a notice in writing of 30 days, during which time the consumer may, as he chooses:

- (a) remedy the fact that he is in default; or
- (b) return the goods to the merchant.

The consumer may also return the goods to the merchant at any time during the leasing period even if he has not received a notice of repossession.

If the consumer returns the goods to the merchant, the agreement is rescinded of right. In such a case, the merchant is not bound to return to the consumer the amount of the payments due he has already received, and he cannot claim any damages

other than those actually resulting, directly and immediately, from the rescission of the agreement.

The merchant is bound to minimize his damages.

It is in the consumer's interest to refer to sections 15, paragraphs a and c of section 138, sections 139 to 142, as well as sections 103, 150.10, 150.11 and 150.13 to 150.17 of the *Consumer Protection Act* (chapter P-40.1) and, where necessary, to contact the Office de la protection du consommateur.



G) Conditions that may Affect your Service

43. We do not warrant that the Service provided will never be interrupted, unavailable, inaccessible, slowed down, unstable or limited.
44. We will not be liable (including for indirect, consequential, special and punitive damages and lost income or benefits you may suffer) in the following situations:
 - (a) situations beyond our control such as, without limitation, transmission delays caused by interference, equipment failure, electrical power outages or failures at third party facilities, or a fault committed by other businesses which affect our network or other cases;
 - (b) maintenance work we perform from time to time to ensure the proper operation and improvement of our network which may cause service disruptions or slowdowns;
 - (b) traffic management when a large quantity of data is sent from your Internet equipment, slowing down your Service;
 - (c) problems related to the transmission, storage or accessibility of materials available through your Service;
 - (d) the moving of equipment without our consent or the connection of non-voice equipment, such as medical monitoring devices or home security systems.

45. We will only be liable for the direct consequences of our personal actions or those of our representatives. In such cases, our maximum liability is limited to the total amount you have paid us under the terms of your Agreement during the 12-month period preceding the claim. However, our liability is not limited in the case of death, bodily injury, gross negligence or wilful misconduct on our part.



H) Undertaking to Indemnify us in the Case of Lawsuits relating to the Use of your Service or the Equipment

46. You may be held liable for our damages, including our attorney's fees, if the cause of action arises for example from (i) the fact that you did not comply with your Agreement or any applicable laws (ii) the unlawful or inappropriate use of your Service or (iii) the fact that you posted or sent material through the Service.



I) General Provisions

47. Any failure by us to enforce any provision of your Agreement shall not be construed as a waiver of our right to do so at any time.
48. If any portion of your Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and effect.
49. You may not assign or transfer your Agreement or any equipment loaned by Cogeco without our prior written consent. In the absence of any such consent, any assignment shall be deemed null and void. We shall be entitled to assign all or part of your Agreement without your consent.
50. Your Agreement shall be governed by, and construed in accordance with, the laws applicable in the Province of Quebec.

Latest update: September 16, 2025