

Website Terms of Use

Cogeco Website Terms of Use

Welcome to the website of Cogeco, a division and brand of the Cogeco Connexion Inc. group ("Cogeco", "we", "us", "our") (the "Website").

By accessing or using the Website, you agree to be bound by the terms of this legal notice (the "Legal Notice").

If you do not agree with the Legal Notice, please do not access or use the Website.

The Legal Notice, in conjunction with the Website Privacy Policy, constitutes the agreement between you and Cogeco with respect to your use of the Website.

NO WARRANTY OR REPRESENTATION

All information and content appearing on the Website is provided for informational purposes only and is provided to you on an "as is" or "as available" basis. We make no representation or warranty as to the accuracy or completeness of the information and content appearing on the Website. Links available on the Website will allow you to link to websites maintained or controlled by third parties. We provide these links for your convenience and we are not responsible for the contents or the use of such linked sites. We do not warrant the accuracy or completeness of any information available through these links, and make no representation or endorsement whatsoever about any other website which you may access through the Website.

US, OUR AFFILIATES AND RELATED COMPANIES, AND EACH OF OUR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND AGENTS WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSSES OR DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE USE OR PERFORMANCE OF THIS WEBSITE, ANY INFORMATION OR CONTENT AVAILABLE ON THIS WEBSITE, OR ANY OTHER WEBSITE YOU MAY ACCESS THROUGH THIS WEBSITE.

TRADE-MARKS AND COPYRIGHT

The trade-marks, logos and service names (the "trade-marks") displayed on the Website are our registered trade-marks and the ones of third parties, as applicable. Nothing on the Website should be construed as granting you the right to use any trade-mark displayed on the Website without our express written consent or the express written consent of the third party who owns the trade-mark. Any unauthorized transmission, or other copying or modification of trademarks on the Website is strictly prohibited and may be a violation of provincial, federal or international law and may subject the infringing party to legal action.

All information and content appearing or otherwise accessible through the Website is protected by copyright. You may only use or reproduce the information on the Website for your own personal, non-commercial home use, provided you keep intact all copyright and proprietary notices. No information or content on the Website may otherwise be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way whatsoever.

GENERAL CODE OF CONDUCT FOR USE OF THE WEBSITE

By visiting and/or using the Website, you agree to:

Not use the Website in any manner that in any way violates this Legal Notice;

Not use the Website in any manner that violates any of our intellectual property rights or any of a third party;

Not use the Website in any manner to propagate spam, including but not limited to unsolicited advertising or bulk electronic mail or messages, including to link to a spam or phishing website;

Not use the Website in any manner to propagate software viruses, Trojan horses, worms, or any other malicious or non-malicious computer code, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment in any form whether belonging to us or a third party, or to damage or obtain unauthorized access to any system, data, or other information (whether personal information or not) of Cogeco, other Website users, or any other third party;

Not: (1) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on Cogeco's (or its third party providers') infrastructures; (2) interfere or attempt to interfere with the proper functioning of the Website or any activities conducted on the Website; (3) bypass any measures we may use to prevent or restrict access to the Website or any element thereof; (4) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Website; or (5) harvest or scrape any content from the Website in an unreasonable manner;

Use the Website in good faith, and in compliance with all applicable local, provincial, national, and international laws; and

Not harass in any manner or form on the Website, notably use of obscene or abusive language in chat or emails with our technical support or customer service. Identity theft, including of our employees, hosts, representatives, or other members of or visitors to the Website, is prohibited. You are not permitted to upload, disseminate, share, transmit, or otherwise publish documents or messages on the Website that are of a defamatory, obscene, threatening, or abusive nature, which could undermine the privacy or damage the integrity or reputation of others, or that are otherwise inadmissible or constitute or encourage a criminal offense.

INDEMNITY

To the maximum extent permitted by applicable law, you will defend, indemnify and hold us harmless, our affiliates and related companies, and each of our respective directors, officers, employees, consultants and agents from and against all claims, liability, and expenses, including all legal fees and costs, arising out of your breach of any provision of the terms and conditions or this Legal Notice or in connection with the use of this Website.

OPINIONS AND CONTENT

Unless otherwise indicated in writing, any opinions expressed on this Website are those of their respective authors only and not those of Cogeco or any third-party providers. Some content displayed

on this Website may be content embedded from third party services and therefore may be subject to the terms of service of these services, as applicable.

PRIVACY POLICY

When accessing information on the Website, we may ask you to provide personal information at your own discretion. If you provide personal information, you agree to be bound by the terms and conditions of our Privacy Policy.

GENERAL

We may, in our sole discretion, change, modify, add or remove any information or content on the Website and any provision of this Legal Notice at any time without notice. If you are dissatisfied with the Website or with the terms and conditions of the Legal Notice, your sole and exclusive remedy is to discontinue using the Website. This Legal Notice will be governed exclusively by the laws of the Province of Quebec and the laws of Canada applicable therein. The failure of Cogeco to enforce this Legal Notice, for whatever reason, shall not be construed as a waiver of any right to do so at any time. If any provisions contained herein shall be determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.