

Internexe Telecommunications Inc. - General Terms and Conditions

Last revision: October 1st, 2020

PLEASE RETAIN FOR FUTURE REFERENCE

1. Internexe Telecommunications Inc. ("Internexe") provides Television, High Speed Internet, Telephone services as well as other value added services to its Customers ("Internexe's Services" or "Services", unless the context requires otherwise).

2. In this Agreement, (i) "Customer" shall mean the person named in this Agreement, residing in the Province of Québec, who is responsible for paying the charges for the Services provided under this Agreement and entitled to receive any notice and information relating to this Agreement or the Services; and (ii) "Agreement" shall mean the agreement in effect from time to time between Internexe and the Customer, including, but not limited to, the present Terms and Conditions, and any other document or form that may be designated by Internexe and agreed to by the Customer.

3. By using the Services provided by Internexe in Québec, the Customer expressly agrees to be bound by the terms and conditions of this Agreement. If the Customer does not agree with the terms and conditions of the Agreement, the Customer may exercise the right to terminate the Agreement according to the termination provision included herein and cease using the Services. The Customer shall be responsible for ensuring that the Services are used in accordance with this Agreement.

4. Internexe Customer accounts are due and payable in full by the due date indicated (i) on the invoice; (ii) on the Customer statement issued following its initial pre-authorized bank withdrawals or credit card payment authorization, if applicable; or (iii) as otherwise indicated by Internexe to the Customer.

5. The Customer agrees to pay in Canadian dollars the total charges due in accordance with section 4 hereof using any of the following methods: (i) automatically by pre-authorized bank withdrawals or credit card payment in accordance with the preauthorized debit agreement authorized and confirmed by the Customer; (ii) by mailing a cheque or money order; (iii) at any financial institution; or (iv) by credit card, through the call center or Internexe website.

6. Any amount unpaid after the due date shall bear interest at a rate of 2% per month (26.82% per annum) calculated monthly.

7. Subject to section 13.3 as regards the leasing of equipment and section 23(d), overdue accounts may result in cancellation of the Services referred to in this Agreement. Accounts overdue for more than sixty (60) days may also be transferred by Internexe, in its discretion, to a collection agency. If a service call is required to restore any Customer's Service which has been terminated for non-payment, a reconnection charge will then apply.

8. If Internexe becomes aware that the use of the Services or related products, by the Customer is not in compliance with the present Terms and Conditions and/or exceeds the reasonable usage limits, as determined by Internexe in the Description and Restrictions on Use of Products and Services Grid of this Agreement (hereinafter, an "Excessive use"), Internexe reserves the right to temporarily suspend or restrict the Customer's access to those Services or products and/or any other services related thereto or disconnect same, without notice or delay. The Customer will then have the obligation to contact Internexe's customer service, which may at that time require from the Customer, as applicable, a payment to cover any additional costs incurred by Internexe and/or all costs incurred due to the Excessive use of those Services, enabling the Customer to regain access to such Services. As mentioned in the Description and Restrictions on Use of Products and Services Grid of this Agreement, shall be considered as Excessive use any usage that restricts or inhibits other users from using or enjoying the Services in an adequate manner, creates an unusually large burden on the Internexe network, generates levels of traffic impeding other users' ability to transmit or receive information, or that could eventually result in significant amounts to be paid by the Customer related to the use of such Services or related products.

9. Only one television set may be connected to any receiver. In the event that the Customer fails to comply with the present section, Internexe shall have the right to claim from the Customer any and all charges required in order to render the Customer's use of the Services authorized and lawful.

10. It is acknowledged by the Customer that there are provisions in the *Criminal Code* of Canada which refer specifically to "telecommunication services" or "computer services", which include the Services provided by Internexe, and that any unauthorized connection to Internexe's Services or equipment, interfering or tampering with Internexe's Services or equipment or unauthorized use of Internexe's Services or equipment without the payment of the prescribed fees is prohibited and may constitute theft under the *Criminal Code* of Canada. The Customer must immediately inform Internexe, either in writing, by calling Internexe's customer service at 1-877-294-8999 or 450-242-1530 or by accessing the www.internexe.com website, if the Customer becomes aware, at any time, of any theft or unlawful use of the Services.

11. The Customer agrees not to use the Services in a manner that is contrary to applicable laws or regulations. Any breach of applicable laws or regulations may result in the immediate termination of this Agreement or the disconnection or suspension of the Service used illegally and any other Service related thereto.

12. The Customer understands that given Internexe's contractual agreements with its content providers, the content offered on the Television Service is restricted for use in Canada only. In addition to any rights herein, a breach by Customer of the present section may trigger the payment of additional fees pursuant to section 8 hereof.

13. The Customer agrees that except as regards any equipment the Customer has purchased from Internexe and paid for, which equipment may not be returned or nor refunded by Internexe, any equipment mentioned in this Agreement is either loaned or leased to the Customer by Internexe and shall remain at all times Internexe's property.

13.1 All rights in and to the equipment sold to Customer are transferred to Customer upon complete payment of the corresponding purchase price. Internexe therefore remains the sole owner of said equipment until complete payment of the purchase price by Customer. All risks of loss regarding the purchased equipment shall also be transferred to Customer upon complete payment of the corresponding purchase price.

13.2 CLAUSE REQUIRED UNDER THE CONSUMER PROTECTION ACT

(Contract other than a contract of credit that contains the reserve of ownership clause)

If the consumer fails to perform his obligation in the manner prescribed in this contract, the merchant may:

- (a) either exact immediate payment of the instalments due;
- (b) or 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) either remedy the fact that he is in default;
- (b) or 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.

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

13.3 CLAUSE REQUIRED UNDER THE CONSUMER PROTECTION ACT

(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) either exact immediate payment of that which is due;
- (b) or 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;
- (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 contract 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 contract.

The merchant is bound to minimize his damages.

It is in the consumer's interest to refer to 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 communicate with the Office de la protection du consommateur.

13.4 Regarding equipment purchased by Customer, Internexe guarantees that said equipment is free from all manufacturing and materials defects, under normal conditions of use and maintenance, for a period of one (1) year following the date of equipment delivery to the Customer. Internexe's sole obligation pursuant to this contractual warranty consists, at Internexe's sole option and expenses, (i) to repair the defective part or equipment or, (ii) to deliver to the Customer a replacement part or equivalent equipment. The defective equipment or parts which are replaced become the property of Internexe. The equipment or replacement parts may be new or refurbished. Internexe guarantees that the equipment or parts replaced or repaired are free from manufacturing and material defects, under normal conditions of use and maintenance, during the period of ninety (90) days following delivery to Customer or during the remainder of the initial warranty period, whichever is longer. To benefit from this contractual warranty, Customer must promptly return the equipment to Internexe technical service according to the instructions transmitted in the box and/or envelope prepaid by Internexe for the return of the defective equipment. Internexe does not assume or authorize anyone to assume any other responsibility on its behalf in connection with the execution of this contractual warranty. This warranty is only for the benefit of Customer and cannot be assigned or transferred by Customer.

13.5 REGARDING THE SALE OF EQUIPMENT, INTERNEXE IS NOT RESPONSIBLE FOR CUSTOMER SOFTWARE DATA AND MEMORY DATA CONTAINED, STORED OR INTEGRATED IN THE EQUIPMENT RETURNED TO INTERNEXE FOR REPAIR OR REPLACEMENT WHETHER OR NOT PURSUANT TO THE CONTRACTUAL GUARANTEE PROVIDED FOR IN THIS AGREEMENT. INTERNEXE SHALL NOT BE RESPONSIBLE, WHETHER OR NOT UNDER THE CONTRACTUAL GUARANTEE PROVIDED FOR IN THIS

AGREEMENT, IF ITS TESTS AND EXAMINATIONS SHOULD REVEAL THAT THE RETURNED EQUIPMENT OR ITS PARTS ARE NOT DEFECTIVE OR THE DEFECT IS ATTRIBUTABLE TO ABUSE, MISUSE, NEGLIGENCE, AN INSTALLATION NOT CARRIED OUT BY INTERNEXE, INAPPROPRIATE TESTS OR UNAUTHORIZED ATTEMPTS TO REPAIR OR TO MODIFY THE EQUIPMENT OR ONE OF ITS PARTS, WHETHER BY THE CUSTOMER OR A THIRD PARTY, OR FOR ANY OTHER REASON BEYOND THE INTENDED NORMAL USE, OR DUE TO AN ACCIDENT, FIRE, DAMAGE CAUSED BY WATER, LIGHTNING, OTHER RISKS OR FORCE MAJEURE. INTERNEXE SHALL IN NO EVENT BE RESPONSIBLE TO THE CUSTOMER FOR SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT. INTERNEXE SHALL NOT BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF EQUIPMENT OR ITS PARTS WHEN USED OUTSIDE OF INTERNEXE'S SERVING AREA. ALL EQUIPMENT MUST BE ABLE TO RECEIVE THE SIGNAL TRANSMITTED BY A NETWORK POWER SUPPLY OPERATED BY INTERNEXE.

14. Fees may be charged to the Customer for the installation or activation of the Services and/or equipment in which case such fees shall be set out at the beginning of this Agreement. It is the Customer's responsibility to ensure that no one accesses the accounts, networks and equipment under their control. The Customer shall be fully responsible for protecting all accesses and passwords, including without limitation those relating to networks and equipment, used by the Customer with respect to the Services, against any third party fraudulent or unauthorized access. The Customer shall be solely liable for all damages, claims, liabilities and other losses arising therefrom. The Customer will protect Internexe's equipment from defacing, tampering or damage, and will not permit anyone other than a representative of Internexe to perform any work, repairs, modifications on such equipment, unless otherwise expressly priorly allowed by Internexe. If the Customer wishes to move or modify Internexe's equipment, its plugs, wiring or antenna orientation, the Customer shall give prior notice thereof to Internexe by contacting customer service to agree on the applicable conditions. The Customer acknowledges and accepts full responsibility for all equipment installed by Internexe at the address where the Services are provided and for the use thereof and the Customer shall bear the full cost of the repair or replacement of any equipment which is lost, damaged through the Customer's fault, save for normal wear and tear, mortgaged, sold, transferred, leased, encumbered or assigned. Upon disconnection of any Service or termination of this Agreement, the Customer is responsible for making the necessary arrangements to return Internexe's equipment to Internexe's closest place of business or, in the absence of such place of business, to contact Internexe to arrange for such return. In the event Customer installs Internexe equipment in the context of a self-installation program, Customer shall i) follow the usual precautionary measures for such an installation; ii) strictly comply with Internexe's instructions; and iii) remain solely responsible for any liability and damages that may result from any installation not compliant with the above.

15. The Customer hereby grants Internexe, its employees, representatives, contractors, subcontractors and agents reasonable access to the Customer's premises or the premises where the Services are provided at reasonable hours to install, inspect, service, maintain, restore, remove or disconnect Internexe's Services or equipment. Charges may apply if a service call is required to restore any of the Services where it is determined that the problem does not originate from Internexe's network or equipment.

16. If the Customer does not own the premises where the Services are provided, the Customer represents that the Customer has the consent of the owner of the premises or otherwise has the authority to allow Internexe to install, inspect, service, maintain, remove or disconnect Internexe's Services.

17. The Customer may obtain further information regarding:

- the fees payable under this Agreement;
- the cost of individual channels or packages; and
- how to remove or add individual channels or packages and any applicable fees;

on www.internexe.com website or by contacting Internexe's customer service at the number appearing on the first page of this Agreement.

18. If the Customer has entered an indefinite term agreement, Internexe may, at its discretion, modify, add or remove any provision of this Agreement (including the Acceptable Use Policy referred to below, if applicable) at any time. Such changes may include, without limitation, changes, additions to or removals from the Services, their features or the cost thereof or the terms and conditions upon which Internexe distributes and the Customer receives the Services. Internexe shall inform the Customer of any such change, addition or removal by providing to the Customer, at least thirty (30) days (sixty (60) days in the case of High Speed Internet Service) prior to such change, addition or removal becoming effective, a clear and legible notice in writing, including without limitation via e-mail, containing only the new clause or the amended clause as well as the previous version, the effective date of the change, addition or removal as well as the rights of the Customer as set forth in the following paragraph of this Agreement.

19. If the change, addition or removal has the effect of increasing the Customer's obligations or reducing Internexe's obligations, the Customer shall be entitled to refuse such change, addition or removal and to terminate this Agreement, at no cost and without incurring any penalty or termination fee, upon notice to Internexe no later than thirty (30) days following the change, addition or removal becoming effective. In the absence of any such notice, the Customer shall be deemed to have accepted the said change, addition or removal.

20. As specified at the beginning of this Agreement, and even without a modification to the Agreement by Internexe, the Customer may at any time, upon prior notice to Internexe specifying the required termination date, terminate this Agreement or any Service provided under the Agreement. Applicable service charges shall continue to apply until the effective date of termination or expiration.

21. The Customer shall remain liable for the payment of all outstanding balances accrued up to the effective date of termination or expiration.

22. In the event the Customer subscribed to a Service or Services as part of a promotion or guaranteed savings offered by Internexe whereby

the Customer enjoys a lower rate or other advantages, upon expiry of the promotion or guaranteed savings period, the Services shall be invoiced to the Customer based on the regular price specified in this Agreement, subject to the rights of Internexe as set forth in sections 18 and 19 of this Agreement, namely regarding the regular price and subject to the other rights of Internexe and the Customer as set forth in sections 19, 20, 22.1 et 22.2 and 23 of this Agreement.

22.1 If the Customer is subscribed to a Service as part of a promotion offered by Internexe whereby the **Customer is offered a lower rate or other benefits for a Promotion Period**, the rights of the Customer as set forth in paragraphs 19 and 20 of this Agreement shall apply.

22.2 If the Customer is subscribed to a Service as part of guaranteed savings whereby the **Customer is offered certain predetermined savings for a Guaranteed Savings Period**, Internexe may, at its discretion, modify, add or remove any provision of this Agreement (may include a modification to the then current regular price), provided that the savings offered are protected during the Guaranteed Savings Period. Internexe shall inform the Customer of any such change, addition or removal by providing to the Customer, at least thirty (30) days (sixty (60) days in the case of Internexe High Speed Internet Service) prior to such change, addition or removal becoming effective, a clear and legible notice in writing containing only the new clause or the amended clause as well as the previous version, the effective date of the change, addition or removal as well as the rights of the Customer as set forth in the paragraphs 19 and 20 of this Agreement.

23. In addition to all other rights granted to Internexe under this Agreement, Internexe may:

- at any time and without prior notice to the Customer, disconnect or suspend the Customer's access to any Service(s) or terminate this Agreement if the Customer fails to comply with one or several of the Customer's obligations hereunder; or
- at any time and without prior notice to the Customer, disconnect or suspend the Customer's access to any Service(s) or terminate this Agreement for serious cause; or
- at any time and for any reason, upon at least sixty (60) days' prior notice in writing to the Customer, terminate this Agreement or disconnect any Service(s) provided under this Agreement;
- however, Internexe may not disconnect any Services where the grounds therefor are being disputed by the Customer if (i) the Customer has paid the unpaid amounts not being disputed; (ii) Internexe has no reasonable grounds to believe that the sole purpose of the dispute is for the Customer to avoid making or postponing any payments.

24. INTERNEXE DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE SERVICES. INTERNEXE WILL NOT BE LIABLE FOR ANY INTERRUPTIONS IN SERVICE, LOSS OF DATA OR ANY DELAY OR FAILURE TO PERFORM. INTERNEXE DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE SERVICES PROVIDED TO THE CUSTOMER. THE CUSTOMER ACKNOWLEDGES THAT INTERNEXE, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS SUPPLIERS AND CARRIERS SHALL NOT BE HELD LIABLE WITH REGARD TO ANY DAMAGE ARISING, DIRECTLY OR INDIRECTLY, FROM THIS AGREEMENT, EXCEPT FOR ANY CONSEQUENCES ARISING DIRECTLY FROM ACTIONS TAKEN BY INTERNEXE OR ITS REPRESENTATIVES. IN NO EVENT SHALL INTERNEXE HAVE ANY LIABILITY TO THE CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THIS AGREEMENT. INTERNEXE'S MAXIMUM LIABILITY TOWARD THE CUSTOMER SHALL BE LIMITED TO THE TOTAL AMOUNT PAID TO INTERNEXE BY THE CUSTOMER UNDER THE AGREEMENT DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. THE PRESENT SECTION WILL SURVIVE TERMINATION OF THE AGREEMENT.

25. The Customer shall be liable for any damages, claims, losses, actions, suits, proceedings or causes of action whatsoever, including legal fees and expenses (a "Claim") arising out of (i) the breach by the Customer of any provision of this Agreement or any applicable law; (ii) the illegal or inappropriate use of the Services; or (iii) the posting or transmission of any information or other materials through the Services by the Customer. The Customer shall be liable for and indemnify and hold harmless Internexe, its affiliates and their respective officers, directors, employees, agents, suppliers and carriers against all Claims. The Customer agrees to promptly notify Internexe after becoming aware of any unauthorized use of the Services or its account and shall take such reasonable measures as are necessary to prevent any reoccurrence of such event. Internexe reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any matter otherwise subject to such indemnification. The Customer shall co-operate as fully as reasonably possible in the defense of any Claim assumed by Internexe in such a case.

26. Internexe collects personal information on its Customers, which it uses for the following purposes:

- to establish, develop and preserve its business relationship respectively with its Customers and other individuals with whom it deals;
- to create, establish and administer Customers' accounts and to respond to Customer or supplier inquiries;
- to provide the products or services that it offers, or receive the products or services that it requests, and ensure that all related transactions are supported and implemented;
- to authenticate the identity and preserve the privacy of Customers contacting Internexe by telephone, electronic means or otherwise;
- for internal training and quality assurance purposes;
- as necessary, to establish or verify the credit of persons that use, or intend to use, one or more of the products or services offered by Internexe;

- to manage its businesses and ensure the efficiency, reliability and security of its systems and networks;
- to meet legal and regulatory requirements and allow Internexe to meet contractual requirements relating to the products and services provided to Customers;
- to ensure its records are accurate and to protect Customers and Internexe from error and fraud;
- to understand and assess the interests, wants and changing needs of Customers with a view to improving its products and services and developing new ones;
- to provide personalized products and services as well as product recommendations to Customers. For instance, and to the extent permitted by law, Internexe may use subscribers' product and service usage information, their postal codes or publicly available information (such as demographic information) to provide recommendations, advertising and to suggest products and services.; and
- subject to our Customers' right to withdraw consent, to conduct surveys on the quality of our products, services or Customer service or to provide our Customers with offers for additional products and services that we feel may be of interest to our Customers or that we believe meet our Customers' changing needs.

By entering into this Agreement, the Customer hereby expressly consents to Internexe requiring, obtaining from and providing to third parties, personal information on the Customer or on the Customer's account, for the sole purposes set out in the first paragraph of this section, in compliance with the law. In addition, and whenever applicable, the Customer hereby consents to Internexe obtaining and using credit history information and personal information therein contained and provides same to credit reporting or collection agencies, if applicable.

If you have questions, concerns or complaints regarding the protection of personal information or the personal information that Internexe has about you or that it may have disclosed to third parties, please contact:

Caroline Dignard, Chief Privacy Officer
Cogeco Connexion Inc.
1 Place Ville-Marie, Suite 3301
Montréal, Québec H3B 3N2
By phone: 514-764-4700
By e-mail: privacy@kogeco.com

27. The failure of Internexe to enforce any provision of this Agreement, for whatever reason, shall not be construed as a waiver of any right to do so at any time. The Customer agrees that if any portion of this Agreement is held invalid or unenforceable, the remaining portions will remain in full force and effect.

28. The Customer shall not assign this Agreement, the rights or obligations herein contained, nor any rights it may have in the equipment belonging to Internexe, without first having obtained the prior written consent of Internexe. In the absence of any such consent, any assignment shall be deemed null and void. Internexe shall be entitled to assign its rights or obligations in this Agreement, or part thereof, without the Customer's consent.

29. This Agreement shall be governed by, and construed in accordance with, the laws applicable in the Province of Québec.

30. For any information on how to contact customer service or make a complaint with respect to the Services of Internexe, the Customer can call 1-877-294-8999 or 450-242-1530 or visit www.internexe.com website and click on "Making a complaint" at the bottom of the homepage. The Customer may also contact the Commission for Complaints for Telecom-Television Services ("CCTS").

31. A French version of this Agreement is available on the www.internexe.com website or available on request.

32. The Customer is encouraged to manage the Customer's account, including its consumption report and personal information relating to this Agreement and to any Services provided by Internexe, by accessing to its customer space at www.internexe.com.

33. The Customer is also encouraged to consult the Television Service Provider Code adopted by the Canadian Radio-television and Telecommunications Commission ("CRTC"), available at <http://www.crtc.gc.ca/eng/archive/2016/2016-1.pdf> and to consult the Internet Code also adopted by the CRTC, available at <https://crtc.gc.ca/eng/archive/2019/2019-269.htm>.

SPECIFIC TERMS AND CONDITIONS APPLICABLE TO INTERNEXE HIGH SPEED RESIDENTIAL INTERNET SERVICE

34. By using the High Speed Internet Service provided by Internexe in Québec, the Customer agrees not to use this Service in a manner that is contrary to applicable laws or regulations and Internexe's Acceptable Use Policy ("AUP"), which forms part of this Agreement. The current AUP is available on the <https://internexe.com/wp-content/uploads/2020/10/AUP-OC-Anglo-01OCT2020-Internexe.pdf>

35. If the Customer does not agree with the terms and conditions of the AUP, the Customer must immediately stop using the High Speed Internet Service and notify Internexe's customer service that the Customer is terminating this Service. Customer recognizes that no supplier, service or plan can guaranty the speed indicated and that it represents only the maximum speed that the plan can allow. Monthly usage (total of download and upload) above the amount in Customer's monthly plan will be charged per the amount allocated in the plan and cannot be credited or transferred to the following month.

SPECIFIC TERMS AND CONDITIONS APPLICABLE TO INTERNEXE RESIDENTIAL TELEPHONE SERVICE

36. The Internexe Residential Telephone Service (the "RTS") in Québec should only be used with the Customer's telephone located at the service

address specified by the Customer, which is connected to Internexe's multifunction modem and is provided to the Customer as a residential user, for strictly personal and residential use, excluding business and commercial use. This means that the Customer shall not use the RTS for any commercial activities, including, without limiting the generality of the foregoing, for the operation of a home office, business, sales, telecommuting, telemarketing (including without limitation charitable or political solicitation or polling), autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would contravene or be inconsistent with normal residential usage patterns. This also means that the Customer is not to resell or transfer the RTS to any other person for any purpose, or charge any fees for the use of the RTS, without express prior written permission from Internexe.

Upon concluding that the use of this Service or any functionalities related thereto by Customer is contravening the terms of the present section or this Agreement or exceeds the residential usage limits associated with the Customer's package and set forth in the Section "Products and Services - Description and Usage Limits" of this Agreement, Internexe may, at any time and without prior notice, limit or suspend access by the Customer to the RTS. In such cases, the Customer must contact Internexe's customer service which may require payment of fees in order to restore Customer access to this Service.

37. THE CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THIS SERVICE MAY BE DISRUPTED IN THE EVENT OF AN ELECTRIC POWER OUTAGE, AN INTERRUPTION OR SUSPENSION OF THE INTERNET SERVICE BY INTERNEXE, OR FOR ANY OTHER REASON BEYOND THE CONTROL OF INTERNEXE. THE RTS MAY ALSO BE INTERRUPTED OR SUSPENDED AT THE CUSTOMER'S REQUEST OR BY INTERNEXE SHOULD THE CUSTOMER FAIL TO PAY ANY FEES WITH RESPECT TO SERVICES PROVIDED BY INTERNEXE.

38. The Customer acknowledges that modification or alteration of the equipment installed, provided, rented or leased by Internexe is prohibited.

39. Internexe reserves the right to change the number assigned to the Customer, but will, however, take all reasonable measures to prevent such an occurrence. In the event of such a change, Internexe will follow the procedure described in sections 21 and 23 above.

40. Internexe's multifunction modem will work only if it remains where the RTS was initially installed and as long as the Customer subscribes to the RTS, in order to ensure that the 911 calls will be forwarded to the Emergency 911 Call Center serving the Customer's residence. The Customer shall not hang up during a communication with the 911 operator. **The Customer understands that any breach of this Section may result in the 911 emergency services being unavailable.**

The RTS allows access to the 911 emergency service in the traditional manner, as long as Internexe's multifunction modem connected to the Customer's telephone set remains, as required, at the same physical address given by the Customer to Internexe at the time the initial subscription to such Service was made, or at any other time thereafter. It is the Customer's responsibility to keep up to date at all times in Customer's file, the address where the STR is installed by contacting Internexe customer service. The Customer shall be prepared to provide the address of the location where Customer is located and a callback number during a 911 emergency call.

Emergency 911 service will not work properly if the Customer experiences one of the following (but not limited to these) technical problems with the RTS: failure of Internexe's multifunction modem; a gateway configuration problem; an electrical power outage or an Internet Service outage.

IN LIGHT OF THE CHARACTERISTICS AND LIMITATIONS OF THE 911 SERVICE DESCRIBED ABOVE, THE CUSTOMER ACKNOWLEDGES THAT INTERNEXE, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS AND CARRIERS, SHALL NOT BE HELD LIABLE WITH REGARD TO ANY DIRECT OR INDIRECT DAMAGE ARISING, DIRECTLY OR INDIRECTLY, FROM THE OPERATION OF THE 911 SERVICE, EXCEPT FOR ANY CONSEQUENCES ARISING DIRECTLY FROM ACTIONS TAKEN BY INTERNEXE OF ITS REPRESENTATIVES.

41. Internexe will not incur nor assume any liability whatsoever arising from the connection to the RTS of non-voice equipment, such as medical monitoring devices or home security systems. By accepting this Agreement, the Customer waives any claim against Internexe for any interference with or disruption of such systems due to their connection to the RTS. In the event the Customer decides to proceed with the connection of such equipment to the RTS, the Customer shall ensure that the same is compatible and may be used efficiently with the RTS and Internexe shall have no obligation to provide any technical support with respect to such equipment or connection thereto. The Customer understands that that interruption or disconnection of the RTS, for any reason whatsoever, may prevent the non-voice equipment connected thereto from performing adequately.

42. Internexe does not share its customers' information with the different phone book companies such as YellowPages or others.

43. The Customer shall be held fully liable in the event of any improper or unauthorized use of the RTS, even if such use was by a third party with access to the Customer's account. The Customer shall be responsible for ensuring that no one gains access to the Customer's account without authorization. The Customer shall be solely responsible for protecting its equipment that is connected to Internexe's RTS against any fraudulent or unauthorized access by a third party and solely liable for all and any damages, claims, liabilities and other losses arising therefrom. **In addition to Internexe's right to limit or suspend the Customer's access to the RTS, as mentioned in the Agreement, Internexe shall be entitled to restrict, block, suspend or disconnect the Service, including therefore the 911 Emergency Service, without notice or delay and without any liability to the Customer, if Internexe has reasonable doubts or if it is established that the RTS or the equipment connected thereto are used fraudulently or seem to be associated with a fraud or with an inappropriate or illegal use or are used in such a manner as to endanger the Internexe network, the RTS or the use thereof by anyone.**