

GENERAL TERMS AND CONDITIONS FOR QUEBEC

PLEASE RETAIN FOR FUTURE REFERENCE

(A) Your Services

1. Internexe Telecommunications¹ ("Internexe", "we", "us" or "our") provides the telecommunications services you have selected which are described in the first few pages of your Service Agreement ("Services").
2. All your Services are for strictly personal and residential use.

(B) Managing your Agreement

Information

3. You may obtain further information regarding:
 - (a) the fees payable under your Agreement;
 - (b) the other fees that could become payable under your Agreement, depending on your usage; and
 - (c) the coverage area of the Servicesat <https://internexe.com/mobile-data> or by contacting Customer Service at the number appearing on the first page of your Agreement.
4. You may manage your account, including your invoices (including usage notices and usage monitoring tools), and your Services by accessing your customer space at <https://internexe.com/portal>.
5. For any information on how to contact Customer Service or make a complaint with respect to your Services, you can call 1 877-294-8999 or visit <https://internexe.com/complaint>. You may also contact the Commission for Complaints for Telecom Services ("CCTS") at ccts-cprst.ca or by email at response@ccts.cprst.ca.
6. You are also encouraged to consult the Wireless Code adopted by the Canadian Radio-television and Telecommunications Commission, available on the CRTC's web site at <https://crtc.gc.ca/eng/phone/mobile/codesimple.htm>.

Beginning and Term of your Agreement

7. Your Agreement takes effect on the date indicated at the top of the first page 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 at any time by sending us an email or by contacting Customer Service at the number indicated on the first page of your Agreement and specifying the required termination date.
10. You are liable for the payment of the price of the Services 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 Services

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 Services 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 services, (ii) your Services and equipment are used in an abusive or fraudulent manner or for any other serious grounds, (iii) your Services and equipment are used unlawfully or (iv) if you demonstrate abusive, violent, destructive, menacing or harassing behaviour.
14. However, we cannot disconnect your Services 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, 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 the amendment has the effect of increasing your obligation or 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 the customer portal 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, date of birth, etc.) from you or other persons and organizations, with your consent or if required by law. We may also collect and use technical data, for example your data usage. 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://internexe.com/privacy-policy>.

(D) Your General Undertakings

21. You must ensure that your Services are used with compatible equipment, in accordance with your Agreement and all applicable laws and regulations, and follow the instructions provided by your tablet manufacturer. In particular, you must ensure that:
 - (a) the material you transmit or publish through your Services does not breach any intellectual property rights and the material is not obscene or defamatory and does not constitute an illegal threat;
 - (b) your Services are 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 Services are not used to indiscriminately send unsolicited, undesirable, irrelevant or inappropriate messages, and in particular mass advertising (spamming); and
 - (d) the use of your Services will not disrupt the services, equipment or network of another user, of Internexe or of any of our partners.
22. You must notify us immediately either by email or by calling Customer Service at the number indicated on the first page of your Agreement, of any theft or illegal use of your Services or the equipment sold to you or of your account.
23. You agree not to resell or transfer the use of your Services or the equipment to another person for any purpose whatsoever or to charge for the use of your Services, without our prior written consent.

Invoicing and Payment

24. You must pay the fees payable for your Services according to your Agreement.
25. Your accounts are due and payable in full, in Canadian dollars at the latest on the date indicated on your invoice ("**due date**").
26. The payment method available to you is by direct debits on your credit card, as authorised by you.

Late Payment Charge

27. If your accounts are not paid by the due date at the latest, you will automatically be in default and interests at a rate of **2.75% per month (33% per annum)** or the highest rate permitted by law will accrue from the first day such amounts become overdue following the due date.
28. Accounts overdue for more than **60 days** may be transferred to a collection agency. We may also disconnect your Services or terminate your Agreement (see section 11).

Use of Equipment and your Services

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

(E) Effects of Failure to Fulfil your Undertakings

30. We may suspend or disconnect your Services or terminate your Agreement in accordance with the terms and conditions set forth in sections 11 to 14.
31. We may restrict, block, suspend or disconnect your Services, without notice or delay and without any liability to you, if we have reasonable doubts or if it is established that the equipment sold is used fraudulently or seems to be associated with a fraud or with an inappropriate or illegal use or is used in such a manner as to endanger our network or the use thereof by anyone.
32. 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.
33. Some reconnection fees may apply.

¹ Internexe Telecommunications is a business name used by Cogeco Connexion Inc.

(F) Sale of Equipment

34. We offer no contractual warranty on the equipment sold.

(G) Development of our mobile data network

First phase

35. As described in the first pages of your Agreement, our Services are currently only available in the area covered by our network installations, which area can be modified from time to time by Internexe. Please visit our website at <https://internexe.com/mobile-data/#servicearea> to monitor the development of our coverage area.

Second phase: Roaming in Canada Services

36. The second phase of our network development is to establish roaming agreement with other telecommunications companies to add their coverage areas to your services when you are outside the area we service with our own facilities.

37. Once this second phase is completed, when you are on roaming in Canada (i.e. when you are outside of our own coverage area but within Canada, on the network of another telecommunications company ("**roaming in Canada**")), your connexion will be established through the services of that other telecommunications company. You will then be subject to the following obligations:

- (a) you are responsible for all applicable charges and are subject to the terms and conditions imposed by that other telecommunications company. Be informed that your tablet may be configured to block or allow roaming. Please consult the documentation related to your tablet for more details;
- (b) your use of roaming in Canada services must remain occasional at all times. For this reason, we may interrupt or block your access to the network of these other telecommunications companies or even terminate your Agreement, in accordance with sections 11 to 14, if you use your mobile services mostly on their network for more than two (2) consecutive billing periods;
- (c) **500MB** of roaming in Canada data will be included in your monthly plan. An additional fee of **\$10** per **100MB** will be charged for any monthly usage in excess of that included in your plan and will be billed to your current or subsequent monthly invoice, depending on the date on which the excess usage occurred. Your roaming in Canada services will however be suspended when the roaming charges associated thereto will reach **\$100** within a single monthly billing cycle, unless you provided us with an express authorization to pay for said additional data roaming charges;
- (d) there may also be times when you are charged for roaming while still within Internexe's coverage area. This will happen if your device's radio signal is picked up by a cell tower located in the coverage area of another mobile service provider;
- (e) your services could be limited or interrupted due to network limitations of other telecommunications companies or due to technological incompatibility between your tablet and their network;
- (f) the agreements entered into between Internexe and another telecommunications company do not create a contractual relationship between the latter and you. This Internexe partner has no liability to you and you have no rights against it under these agreements. In the event of service interruption, the only compensation to which you might possibly be entitled is a reimbursement, by that partner, proportional to the amount you paid for the services but from which you were unable to benefit due to the interruption or unavailability. You have no other recourse against that Internexe partner, regardless of the legal basis (direct or indirect extra contractual or contractual liability);
- (g) Roaming in Canada data rates are displayed in units of multiple megabytes. All usage of roaming in Canada service is rounded up and billed in units of **ten (10) kilobytes** per session. For example, if **524 kilobytes** are used during a roaming in Canada data session, that usage will be rounded up to **530 kilobytes** for billing purposes. **One (1) magabyte** is equal to **1,024 kilobytes** and **one (1) kilobyte** is equal to **1,024 bytes**;
- (h) Internexe does not and will not offer international data roaming services.

(H) Conditions that may Affect your Services

38. We do not warrant that the Services provided will never be interrupted, unavailable, inaccessible, slowed down, unstable or limited. Also, and as described in the first pages of your Agreement, the mobile data services for tablet that you selected are a new service offered by Internexe. They may not offer efficiency and reliability comparable to those offered by duly tested and recognized telecommunication services. Occasional breaks in services, delays, and certain other difficulties could thus arise.

39. We will not be liable for any damages whatsoever (including for direct or indirect, consequential, special, punitive and exemplary damages, as well as financial losses, 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, a fault committed by other businesses which affect our network, restrictions or limitations imposed by third parties or any other similar causes;
- (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;

- (c) traffic management when a large quantity of data is sent from your equipment, slowing down your Service;
- (d) problems that are not caused by our own act or the act of one of our representatives pertaining to availability, reliability, delays, quality, coverage and use of your Services as well as related to the transmission, storage or accessibility of materials available through your Services;
- (e) weather conditions;
- (f) proximity of your tablet to our network;
- (g) failure of your equipment and/or your tablet if, for example, they are modified or damaged, as well as your tablet's own limitations; and
- (h) connection of your equipment to a non-authorized tablet.

40. In any case, we will only be liable for direct damages caused by our personal actions or those of our representatives, as the case may be. 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 Services or the Equipment

41. 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 Services or (iii) the fact that you posted or sent material through the Services.

(I) General Provisions

42. 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.

43. If any portion of your Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and effect.

44. You may not assign or transfer your Agreement or any equipment sold by Internexe 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.

45. Your Agreement shall be governed by, and construed in accordance with, the laws applicable in the Province of Quebec.

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