

GENERAL TERMS AND CONDITIONS FOR ONTARIO

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, if applicable; and
 - (c) the coverage area of the Services

at <https://internexe.com/internet-wireless/> 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 Services 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 Internet Code adopted by the Canadian Radio-television and Telecommunications Commission, available on the CRTC's web site at <https://crtc.gc.ca/eng/internet/codesimpl.htm>.

(C) Beginning and Term of your Agreement

7. Your Agreement takes effect on the date of installation of the equipment.
8. Your Agreement is for an indefinite term, i.e. it does not have an expiry date and it automatically continues every month.

(D) 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 email address or 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.

(E) 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.

(F) Amending your Agreement

15. We may amend your Agreement at any time, including the price and nature of the services provided. We will notify you of any change at least **60 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. 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.

(G) 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>.

(H) Your General Undertakings

21. You must ensure that your Services are used in accordance with your Agreement and all applicable laws and regulations. In particular, you must ensure that:
 - (a) the material you transmit or publish through your Services do 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.

(I) Access to your Home

24. You authorize us and our agents to access your home or any other location where your Services are provided, during our normal business hours, to allow us to (i) install, inspect, repair, restore or maintain any equipment connected to our network, (ii) troubleshoot a failure or other problem affecting our network, or (iii) ensure compliance with our obligations.
25. If you are not the owner of the premises where your Services are provided, you confirm that you have received the consent of the owner of the premises to allow us to carry out the necessary work.

(J) Installation

26. We will carry out or arrange for the installation and connection work required to enable you to use the Services. The equipment will be installed on the roof or the side of your building, using screws, depending on the best direct view of the nearest telecommunications tower.
27. We will also drill a hole in your building envelope to connect an Internet network cable between the antenna and the modem, which will be installed inside your building.
28. You understand and agree that the installation of the equipment will involve drilling a hole in your building envelope, and you release us from any loss or damage that may result.
29. The installation work will be conducted in accordance with good practice, on or around the installation date proposed to you, which may be approximately ten (**10**) working days after you accepted this Agreement.

(K) Invoicing and Payment

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

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

(L) Late Payment Charge

33. 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.
34. 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).

(M) Use of Equipment and your Services

35. 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.
36. You agree to use the equipment sold only at the address specified in your agreement, unless you have first contacted our Customer Service department.

(N) Effects of Failure to Fulfil your Undertakings

37. 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.
38. 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.
39. 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 therefore.
40. Some reconnection fees may apply in particular if a technician visit is required to restore the Services or if it is deemed that the problem is not attributable to our network.

(O) Sale of Equipment

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

(P) Conditions that may Affect your Services

42. 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 residential Internet service that you selected is a new service offered by Internexe. It 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.
43. We will not be liable for any losses, inconveniences, or damages whatsoever (including for direct or indirect, consequential, special, punitive and exemplary damages, as well as financial losses, or loss of 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 Services;
 - (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 the equipment to the nearest telecommunications tower;
 - (g) failure of the equipment if it is modified, moved, or damaged; and
 - (h) connection of the equipment not conducted or not authorized by us.
44. 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.

(Q) Undertaking to Indemnify us in the Case of Lawsuits relating to the Use of your Services or the Equipment

45. 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.

(R) General Provisions

46. 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.
47. If any portion of your Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and effect.
48. 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.
49. Your Agreement shall be governed by, and construed in accordance with, the laws applicable in the Province of Ontario.

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