

VIDEOTRON

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BUSINESS SERVICES – SCHEDULE A – TERMS AND CONDITIONS

The terms and conditions of this Schedule shall apply to each telecommunications service contract made by you, namely mobile telephony services (“MOT”). These services may be regulated by the Canadian Radio-television and Telecommunications Commission (the “CRTC”). Should any provision hereof be incompatible with the applicable rules enacted by the CRTC, the latter shall take precedence.

You acknowledge and agree that the terms and conditions hereof may be amended from time to time by Videotron in accordance with the provisions of this Contract.

PART A – GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

For the purposes hereof, the following definitions shall apply:

1.1 **Your Address** – the address indicated on the first page of the Contract.

1.2 **Other Services** – all Services offered to you by Videotron other than the Basic Services, including (i) the initial installation of the Basic Service(s), (ii) the sale and leasing of Equipment, (iii) technical service calls, and (iv) access to emergency services.

1.3 **You** – a person or legal entity who procures Services for business use only.

1.4 **Your Codes** – the identification elements that are attributed to you by Videotron or by any other provider and subsequently transferred to Videotron, including telephone numbers, transition telephone numbers (used temporarily during telephone number transfer), calling cards, personal identification numbers (“PIN”), email addresses, IP addresses and web page URLs.

1.5 **Contract** – the telecommunications mobile service contract made from time to time between you and Videotron, including their specific schedule.

1.6 **Equipment** – equipment or software that Videotron provides, lends, leases or sells to you, as the case may be, including SIM cards, mobile Internet device, mobile telephones and other telecommunication equipments. Any third party equipment not provided, leased, loaned or purchased from Videotron (“Third Party Equipment”) is excluded from this definition. The use of such Third Party Equipment is at your own risk.

1.7 **Fees** – the cancellation indemnity payable upon cancellation of a Contract and the compensatory indemnities payable for broken or lost Equipment.

1.8 **Price** – the price or monthly instalments payable by you for Services offered by Videotron, based on the type of Service, the type of subscription and, to the extent applicable, the subscription period selected by you, the whole in accordance with the Contract. For greater certainty, and unless the context should indicate otherwise, “Price” also refers to the selling price or the lease amount payable by you for Equipment.

1.9 **Services** – the Basic Services, the Pay-Per-Use, Pay-Per-Usage or Pay-Per-View Services, and the Other Services that Videotron provides you, as stipulated in the Contract. Services specifically do not include any service or equipment not contemplated by the Contract, as well as any technical support that might be necessary due to your use of equipment or material that does not comply with the minimum requirements for use of the Services.

1.10 **Basic Services** – the telecommunication Service or Services that Videotron provides to you. Basic Services also include, to the extent applicable, (i) the loan or supply of Equipment, when included in the Price of the Basic Service in question, (ii) the granting of an exclusive and non-transferable licence to use any software that may be necessary to provide a Basic Service, as described at greater length in the software licensing agreement accompanying the said software, and (iii) any telecommunication service that is ancillary to a Basic Service, or any condition or option that is ancillary to such Service, including, without limitation, the Per-Per-Use, Pay-Per-Usage or Pay-Per-View Services, etc.

1.11 **Pay-Per-Use, Pay-per-Usage and Pay-Per-View Services** – the services related to ad hoc and non-recurrent events or their use you make of it, including, without limitation, video on demand, long-distance services, Internet overconsumption, purchase of mobile content, data overconsumption, etc.

1.12 **Carrier** – any third party that owns the network through which the Services are provided to you, where applicable.

2. SCOPE

2.1 In consideration for your payment of the Price of the Services and any other Fee, Videotron undertakes to provide you the Services requested or used by you, in accordance with the terms and conditions set out in the Contract.

3. PAYMENT OF SERVICES

3.1 You are responsible for the use of the Services and Equipment, including fees related to any Third Party Equipment, and you hereby undertake to pay Videotron the Price and charges thereof in accordance herewith, along with applicable taxes. You further acknowledge that the use of Third Party Equipment, computers programs, software or other computer applications can increase substantially the data overconsumption of Pay-Per-Use, Pay-Per-Usage and Pay-Per-View Services and therefore result in significant additional costs.

3.2 Subject to the following, the Price of the Services shall be invoiced monthly in advance. The Price of the Pay-Per-Use, Pay-Per-Usage and Pay-Per-View Services will be billed in advance according to their occurrence, according to the nature of the Service in question, at the price in effect at the time of their use.

3.3 You receive your invoice at the same billing frequency as the first Basic Service to which you subscribed, or at the usual billing frequency selected if you do not subscribe to other Basic Services.

3.4 The Price payable for a Service only provided during a portion of the invoicing period shall be calculated on a pro rata basis of the number of days that Service was provided to you over the total number of days in the applicable billing period.

3.5 The amounts invoiced shall be payable on the due date indicated on the invoice sent to you. Any amount invoiced remaining unpaid after the due date shall bear interest at the rate of **1.5%** per month, compounded monthly (**19.56%** per year), computed from the billing date. Any partial payment shall first be applied to the accrued interest, then to unpaid capital, starting with those amounts that have been overdue the longest before the payment date.

3.6 Videotron may, where circumstances warrant, demand the advance payment of certain Services, an interim payment before the normal billing date or a guarantee in the following cases: (i) you have no credit history with Videotron and you either cannot or refuse to provide

satisfactory information on your solvency, (ii) you have an unsatisfactory payment history with Videotron, or (iii) you present an abnormal loss risk due to your financial situation or your use of the Services. Videotron shall inform you of the specific grounds for this requirement and any applicable conditions. In the case of interim payment, any amount you are required to pay shall be considered overdue **3** days after having been undertaken or **3** days after Videotron demands payment thereof, whichever is the latest of the two. Should you fail to make an advance payment, an interim payment or provide a guarantee, as the case may be, Videotron may demand the immediate payment of any amount owing.

3.7 You hereby authorize Videotron and any person acting on its behalf to check your credit records with any relevant financial institution before and throughout the term of the Contract, and at all times authorize the said financial institutions and other information agencies to disclose us your credit record information and to any person acting on our behalf. You hereby declare having disclosed any material fact or information respecting your financial situation which might change your ability to honour your obligations contracted under the Contract.

3.8 Any amount invoiced in excess or erroneously should be credited to you, provided that you contest the amount in question within **90** days following the date of the invoice in question so as to allow Videotron to make the necessary verifications.

4. YOUR OBLIGATIONS AND RESPONSABILITIES

4.1 Videotron shall remain the owner of any Equipment that is provided, leased or loaned. You undertake to use the said Equipment with care, prudence and diligence. You are responsible for protecting and securing the Equipment.

4.2 You shall immediately notify Videotron should the Equipment provided, leased or loaned be lost, stolen, broken or destroyed. In such a case, regardless of whether it is or not you at fault, and in case of Equipment not being returned at the end of the Contract, you agree to pay Videotron the compensatory indemnity set out in Schedule A.1 hereto. If you do not want to replace the Equipment that was stolen, lost, broken or destroyed, and if you choose to cancel the Service associated with the said Equipment, or if you cancel your Contract and fail to return the Equipment, you must then pay Videotron, in addition to the compensatory indemnity set forth in Schedule A.1, any other applicable Fees and other amount that would then otherwise be owing in respect of the Services offered.

4.3 Unless you receive the prior consent of Videotron, you cannot use Equipment or software that has not been authorized by Videotron for the purposes of benefiting from the Services. Finally, you may neither change nor alter the Equipment or the configuration of the Equipment provided, leased or loaned.

4.4 You agree to abide by any user guide Videotron may provide, and with any other applicable Videotron guideline or requirement.

4.5 You may not use the Services or allow the Services to be used by any person whomsoever for purposes or in a manner that is abusive or contrary to the law, including, without limitation, in a manner that jeopardizes the Services, adversely affects Videotron or a third party or using the Services unreasonably or disproportionately.

4.6 You may neither resell nor offer the Services to third parties, and this with or without consideration.

4.7 You undertake to grant any duly authorized Videotron representative reasonable access, during regular business hours, to the premises where the Services are or will be provided, as well as to the Equipment on site, and this for the purposes of installing, inspecting, repairing and maintaining the Equipment or your equipment or a third

party, to be able to work on the network of Videotron or a third party during an outage or disruption that causes the network to malfunction and to ensure that your obligations and/or Videotron under the Contract are honoured. Before entering the premises, Videotron shall obtain your authorization, except in the case of an emergency or should Videotron obtain a court order. At your request, the Videotron representative shall present a piece of identification issued by Videotron.

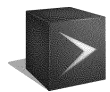
5. SERVICE AND EQUIPMENT WARRANTY

5.1 MOT Services are covered by a satisfaction guarantee during the first **30** days following the activation of the Service. To take advantage of this guarantee, you must, when returning your Equipment, meet the following conditions: i) have used less than **30** minutes for mobile or **100** MB of data in the case of mobile internet keys, mobile Wi-Fi or tablets, whichever occurs first, ii) to return the Equipment and its accessories in quasi new condition with its original packaging otherwise a replacement fee may be required, and iii) Pay-Per-Use, Pay-Per-Usage and Pay-Per-View fees.

5.2 Videotron neither offers nor gives any explicit or implied declaration, representation or warranty whatsoever in respect of the Services beyond what is explicitly set out herein. Consequently, unless explicitly provided for herein, or unless it has been made by a duly authorized representative, any explicit or implied declaration, representation, warranty or condition is hereby excluded, subject to applicable law. The Services are provided "as is" and to the extent that they are available. Without limiting the generality of the foregoing, Videotron does not warrant (i) that the Services will satisfy your needs, (ii) the performance, availability, use or continued or uninterrupted performance of the Services or of hardware or software components and, where applicable, that the said problems can be resolved, (iii) that the data or files transmitted to or received by third parties will be transmitted without being corrupted or within a reasonable time frame or without being intercepted, (iv) that the ownership rights or failure to comply with intellectual property rights or that the goods available on the Internet are of marketable quality or are suited for any particular use, and (v) that the Services offered are compatible with your software or equipment.

5.3 Notwithstanding the foregoing, the new mobile Internet device and mobile telephones sold by Videotron are warranted against any manufacturing defect for a period of **1** year for parts and labour. Any other new or refurbished Equipment sold is warranted for a period of **3** months, unless the manufacturer offers a longer warranty period. The manufacturers' warranties are on Videotron's Internet site. The warranty shall begin as of the activation date of the Equipment sold, if such activation takes place within **30** days following purchase. Failing this, the warranty shall begin on the date of purchase. Videotron shall repair or replace, at its sole discretion, and as per the conditions provided by the manufacturer, any defective Equipment sold covered by this warranty with an identical piece of Equipment or with a refurbished or new model, provided that you notifies Videotron of the defect within the warranty period. Notwithstanding the foregoing, the warranty shall not apply to any breakage or defect resulting from an accident or an event of force majeure, modifications to the Equipment sold without Videotron's authorization, or the improper or abusive use thereof. Should the Equipment sold be defective, you undertake to notify Videotron as soon as possible so that a duly authorized Videotron representative may make the necessary inspection. This warranty may not be assigned by you.

5.4 Videotron may from time to time offer extended warranties or service plans in respect of certain Equipment. These extended warranties or services plans shall be offered on the terms and



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conditions set out in the Contract, with the exception of the term, which shall be extended to the extent of the offer then in effect or according to the terms and conditions of the offer then in effect, as described in the Contract.

6. LIMITATION OF LIABILITY

6.1 Videotron shall not be held liable for any material loss (including that related to software) resulting from (i) the use, validity, quality, interruption, defect or slowdown of the Services, (ii) a change in software configuration or a computer virus, (iii) the content, use or validity of Services provided on the Internet or by a third party, (iv) the loss or destruction of data by means of intrusion or otherwise, or (v) the unauthorized interception of communications. Moreover, Videotron shall not be held liable for the total or partial loss of any program, data or other information saved or stored on the Equipment (including during repair).

6.2 Videotron shall under no circumstances be held liable to you for any indirect, special or punitive damages, or for any economic loss whatsoever, including, without limitation, any loss of data, information, revenues or earnings, or the inability to realize projected savings.

6.3 Videotron shall under no circumstances be held liable for any loss or fees incurred in respect of any allegation, claim, proceeding or other suit arising from your use of the Services or third party using your Codes.

6.4 Should the Basic Services be interrupted for a period of at least **48** consecutive hours rendering the Basic Services unusable, Videotron's liability shall be limited to crediting you, upon written request sent no later than **15** days following the interruption, for the Price of the Basic Services that were interrupted, and this on a pro rata basis of the length of the interruption over the total period of the applicable invoice for the Basic Service at issue. No credit may be demanded in the event of a work stoppage, act of vandalism or other event of force majeure or for circumstances beyond the control of Videotron or the Carriers.

7. YOUR INDEMNIFICATION OBLIGATIONS

7.1 You undertake to indemnify and take up the defence of Videotron and the Carriers against any claim, action, including legal and judicial fees, whether these be well-founded or not (the "Claim"), instituted by a third party against Videotron and the companies of its group and/or the Carriers resulting from your use or the use of a third parties, of Services, the Equipment or your Codes, or that may constitute misconduct on your part or, pursuant to the terms and conditions of the Contract, a failure on the part of you to abide by any one of your obligations. You undertake to indemnify Videotron and the companies of its group and/or the Carriers for damages that you may have caused them due to your misconduct or breach of your obligations. Videotron and/or the Carriers shall be entitled to participate in the defence, at their own expense, against any Claim and to be represented by the attorney of their choice.

8. EFFECTIVE DATE, TERM AND CANCELLATION OF EACH CONTRACT

8.1 Each Contract will take effect upon activation of your Basic Service in question, or upon installation of the Equipment, as the case may be, and shall remain in effect until one of the parties has cancelled it in accordance with the Contract.

8.2 You can, at any time upon payment of the Price of the Services then rendered and the Fees, if applicable, may cancel the Contract or ask Videotron for a subscription to another category of Services by

calling 1 888 VIDEOTRON.

8.3 If you cancel the Contract and you have obtained, in consideration of the Contract thus cancelled, an economic inducement or a rebate upon the purchase of Equipment, you must pay the following cancellation indemnity: the indemnity payable will be equivalent to the rebate granted on the selling price of the Equipment acquired, less the amount obtained by multiplying this rebate by the elapsed period since the Contract took effect as compared to the total number of months up to the end of the vesting period of the granted rebate indicated in the Contract.

8.4 Videotron may interrupt the Services or cancel the Contract(s) should you are fail to honour your obligations hereunder. Before interrupting the Services or cancelling the Contract(s), Videotron shall give you written notice unless it was required to take immediate action to protect a Carrier's network or it was acting in response to unlawful, fraudulent or abusive use.

8.5 If the Basic Services are restored, you understand that your Codes might not be the same, and hereby release Videotron from any liability in that respect; you moreover understand that a fee will be charged for the restoration of Basic Services.

8.6 Should the Contract be cancelled, you undertake to return to Videotron immediately any Equipment that was provided, leased or loaned. Should you fail to do so, you shall reimburse Videotron, at the latter's choice, the amount of compensatory indemnity set out in Schedule A.1 hereto or, at Videotron's discretion, expenses that Videotron may incur to locate the Equipment provided, leased or loaned and to take possession thereof.

8.7 Notwithstanding the provisions of this Section 8, if the Contract is for an indeterminate term, Videotron may cancel the Contract at any time on notice of at least **60** days.

9. AMENDMENTS TO THE CONTRACT

9.1 Videotron may from time to time amend each of the clauses of the Contract, including the Prices and the nature of the Services. Videotron will send you, at least **30** days before the amendment comes into force, a clearly and legibly written notice, setting out the new clause only, or the amended clause and the clause as it read formerly, the date of the coming into force of the amendment and other legal formalities, if appropriate. You may refuse this amendment and cancel the Contract thus amended, but after payment of the amounts owed for use of the Service up to the cancellation date, if the amendment entails an increase in your obligations or a reduction in Videotron's obligations, by sending Videotron a notice to that effect, via its customer service, no later than 30 days after the amendment comes into force. For greater certainty, in default of notifying Videotron within the said deadline, you will be deemed to have accepted the said amendment, and any subsequent cancellation will result in the obligation to pay the cancellation indemnity, if applicable.

10. PERSONAL INFORMATION

10.1 Your personal information includes any information about you contained in your file and that may identify you. Is excluded from your personal information, information that has already been published or otherwise made available to the public as well as commercial or business information for the purposes of our operations.

10.2 You confirm that all of the personal information you provided to us is accurate and necessary and that it will serve : (i) to manage you records (to supply Services on all our platforms including without limiting the web and VOD, credit check, billing, collection); (ii) to understand your needs and interests in order to improve our Services or

to develop or offer new services; and; (iii) to manage the performance of our Services and our network, and (iv) to comply with applicable laws and regulations.

In addition, you hereby acknowledge and agree that we may collect, use and store certain information about your use of our Services in order : i) to operate and manage our network and Services, ii) to adapt the Services to suit your habits, iii) to improve our Services or offer you new services, iv) to comply with applicable laws and regulations. This may include, without limiting, data from your phone calls and Internet usage, such as your hours of usage, usage amounts, etc.

10.3 We store all information collected for the duration of the realization of the objectives above or for the duration permitted by laws and regulations.

10.4 You hereby agree that we may also collect your third party personal information when: i) it serves your interests and that it is impossible to obtain your consent within a reasonable delay, or ii) when the act of obtaining your consent would compromise the accuracy of such information.

10.5 You acknowledge and accept that the collection, use and communication of your personal information may be carried out by the employees, representatives, sub-contractors, service providers, consultants or other mandatary of Videotron, and this for the purposes of helping Videotron provide you those Services contemplated by this Contract.

10.6 Unless you give your explicit consent or disclosure is permitted by law or otherwise required by a court, all personal information that we have on you, with the exception of those you are already available to public, is confidential and we shall not communicate such confidential information to any person other than:

- yourself;
- a person who, in our reasonable judgment, is seeking the information as your mandatary;
- another telephone company or Carrier, provided that your information is required for the efficient and cost-effective provision of the telephone Service, that the disclosure is made on a confidential basis and that the information will be used only for that purpose;
- a company responsible for supplying you with telephone or telephone directory related services, provided that your information is required for that purpose, that disclosure is made on a confidential basis and that your information will be used only for that purpose;
- our mandatary retained to collect on your account, provided that your information is required for and is to be used only for that purpose;
- a person or body having the power to force us to disclose your information and that requires this information in the performance of its duties;
- a body that has the mission under the law to prevent, detect or suppress crime or statutory offenses, that requests us your information in the performance of its duties, when your information is necessary for the prosecution of an offense under a law applicable in Quebec;
- a public authority or its mandatary, for emergency public alerting purposes, if the public authority has determined that there is an imminent danger that threatens the life, health or security of a person, and that such danger could be avoided or minimized by the disclosure of your information; or

- an affiliate involved in supplying you with telecommunications and/or radio broadcasting services, provided your information is required for that purpose and disclosure is made on a confidential basis with your information to be used only for that purpose.

10.7 Your explicit consent may be taken to be given where you provide:

- your written consent;
- your electronic confirmation through the use of a toll-free number or by Internet;
- oral consent, where an audio recording of the consent is retained by the us or by an independent third party; or
- your consent obtained through other methods, as long as an objective documented record of your consent is created by you or by an independent third party.

10.8 You hereby authorize us to enter into your file credit information obtained in accordance with Subsection 3.7.

10.9 You hereby authorize us to include your name, address and telephone number(s) to our nominative list of customers for commercial or philanthropic prospection, and to communicate this nominative list to the companies of our group for the same purposes. You will be entitled to terminate this authorization at all times by means of an oral or written notice to that effect to Videotron's Customer Service, the contact information of which is indicated on your invoice.

10.10 Personal information shall be processed in accordance with the law. Your file is kept at our Customer Service and your information will be made available to you at any time within **30** days of receiving your written request. Your requests for access or correction of your personal information must be sent in writing to the Department Manager of customer relationship or the Vice President of Customer Service at 612 St-Jacques West, Montreal (Quebec) H3C 4M8. You must inform us promptly of any change to your personal information.

PART B – OTHER PROVISIONS APPLICABLE TO THE MOBILE INTERNET SERVICE

11. Mobile Internet Service may be subject to traffic management practices. For more details, see: www.videotron.com.

12. As of the Mobile Internet Service activation date, you shall be responsible for: (i) any use exceeding the use limits, and (ii) any use of any other Videotron Service, such as the illico.tv Service, including download of on-demand content.

13. You undertake to respect the usage limits indicated for the type of subscription selected. Any usage in excess of the limits shall be invoiced to you at the rate then in effect.

14. Roaming charges apply when Mobile Internet is used on the Carriers' networks.

15. You undertake to abide by the acceptable terms of use governing Internet Mobile. Videotron may, further to a request from the police due to a violation of the Criminal Code and/or a notice sent to you, immediately interrupt your Internet Mobile should it be of the opinion that you breach your undertakings set out above by engaging in the following activities:

- 15.1 transmitting or helping to transmit unsolicited messages ("spam") or pyramid emails;
- 15.2 uploading, recovering or storing any information, data or material that is defamatory or obscene, contains hate literature or child pornography, violates privacy or infringes any right or title to, or interest in, intellectual property belonging to a third party;



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- 15.3 transmitting or helping to transmit any file or document containing a "worm", "Trojan horse", or any other type of computer virus or other similar element that is destructive in nature or likely to harm or adversely affect a third party.
16. You undertake to refrain from using the Mobile Internet to disseminate the data from any type of server (such as FTP, HTTP, IRC, PROXY, SMTP, POP or others) to the Internet.
17. The Internet Mobile Service offered by Videotron supports only one Internet connection.
16. If you subscribe to the Wireless Internet service, you acknowledge that the installation of the antenna and stand are under Videotron's responsibility. In the event of service termination, the stand will remain bolted to the building where it was originally installed.

PART C – OTHER PROVISIONS APPLICABLE TO THE MOBILE TELEPHONY SERVICE

19. Except for certain packages, the MOT Service does not include options (such as call management, voice mail, etc.) unless they are requested by you and you pay the applicable Price for these options. The Pay-Per-Use Services including, without limitation, telephone directory assistance, long-distance Services, roaming Services, text messaging Services, Internet Services via MOT, Internet on a device, and any data transmission Service shall be invoiced per use at the Price then applicable at the time of use, as detailed on the Videotron website (www.videotron.com). You will also find on this website coverage area and some tools to, among others, manage your usage and set up notifications.
20. The long-distance Service is billed in full-minute increments, and actual usage is rounded up the next full-minute increment at the end of each call. A minimum fee of one (1) minute is applicable to each call.
21. Should you not wish to subscribe to the long-distance Service in accordance herewith, you acknowledge that you are notified of your responsibility to contact another long-distance service provider. You understand that you will be invoiced for long-distance fees at the rates then in effect throughout the entire period during which interim long-distance services are provided to you by Videotron, and this until the other long-distance service provider selected by you is able to offer the said long-distance service.
22. You understand that certain long-distance service providers may not be able to carry long-distance calls from the Videotron network, and therefore releases Videotron from any liability in that respect.
23. The data usage rates may differ from those stated as a result of rounding rules. MOT is billed in full-minute increments, and actual airtime and usage are rounded up to the next full-minute increment at the end of each call. A minimum fee of (1) minute is applicable to each call. Transmission Control Protocol-Internet Protocol (TCP-IP) overhead characters will be added to all data transmissions and included in the calculation of usage. You agree to accept Videotron's calculation of usage as final. Videotron will not pool usage calculations from multiple devices activated on your behalf. Compression may impact the total amount invoiced to your account. The network may re-send data packets to ensure complete delivery and you will be invoiced for these re-sent packets. The pricing may also differ when you use a Carrier's services.
24. Except where a telephone number is transferred, you shall take all necessary steps to cancel the services provided by your former service provider, disconnect the relevant telephone lines and arrange for the appropriate call forwarding, where applicable. You shall at all times remain liable for the charges and costs associated with this responsibility and for any amount owing to your former service provider.
25. The roaming services are provided whenever they are available or authorized under the roaming agreements entered into with the Carriers, and are subject to the restrictions set out therein. Furthermore, all Services may not necessarily be offered in each territory where roaming is available; in some territories, roaming is available only if the technology is compatible.
26. All information, data, texts, software, music, ring tones, sounds, photographs, graphic art, video images, messages or any other material from third party content providers (hereinafter collectively the "Content") that is accessible by MOT shall be the entire responsibility of the person who issued and is the author of the said Content. Videotron and the Content providers that are not the authors thereof shall under no circumstances be held liable for the Content, including, without limitation, any error or omission, loss or damage, resulting from your use of the Content. Consequently, you hereby agree to evaluate and assume all risks and liabilities relating to accessing, viewing, receiving, uploading, downloading or using the Content in any other way.
27. You acknowledge that the Content is protected by copyright law, trademark law, service brand law, patent law and any intellectual property law or other type of law, whether or not the application thereof is invoked. Unless explicitly authorized by Videotron or a Content supplier, you agree not to modify, lease, loan, sell, distribute or create derived works based in whole or in part on the Content or MOT, or to use the Content for anything other than personal purposes.
28. You have no ownership right over the telephone number, your Codes and other identification elements attributed by Videotron hereunder and Videotron may at all times change or withdraw the said telephone number, your Codes and other identification elements upon notice to that effect to you. Notwithstanding the foregoing, throughout the period during which Videotron provides the Service, you shall hold the exclusive right to use the telephone number. Videotron may change the said number if it has reasonable grounds to do so, such as when required by a government agency, and gives you reasonable written notice stating the grounds and the effective date of the telephone number change. In case of an emergency, oral notice with subsequent written confirmation shall suffice.
29. You acknowledge that MOT and some of the MOT-related Services are available only when the Equipment is within operating range of Videotron's or the Carriers' mobile network and that MOT may be refused, interrupted or limited temporarily due to: (i) limitations of Videotron's and/or the Carriers' mobile network, such as capacity limitations, (ii) transmission limitations caused by atmospheric conditions, topographical features, radio interference and other factors beyond the control of Videotron and/or the Carriers, (iii) modifications, upgrades, relocations, repairs and other activities of a similar nature to Videotron's and/or the Carriers' equipment necessary for the efficient or improved operation of the MOT, (iv) failure of third parties' communications facilities interconnected to Videotron's and/or the Carriers' facilities, or (v) during the transfer from the Videotron network to a Carrier's network. Your calls may be disconnected temporarily for a variety of reasons, including, without limitation, atmospheric conditions, topographical features, weak batteries, system over-capacity, movement outside a service area where MOT is available and gaps in the geographical location within which MOT is available.
30. Your acknowledge that certain Basic or Pay-Per-Use Services, including mobile television, are only accessible within the Videotron network and are not accessible from Carriers.
31. You acknowledge that in the case of MOT (i) it is possible for

third parties to monitor voice and data traffic over the Carriers' and/or Videotron's facilities and privacy therefore cannot be guaranteed, (ii) if you wish to better secure transmission of data, you must provide for your own means of data encryption, at your own costs, and (iii) you assume full responsibility for the establishment of appropriate measures (including, without limitation, the selection of passwords) to control access to your Equipment and to erase all information or data in each Equipment before its disposal or return.

32. The use of a Videotron SIM card with Equipment not purchased through Videotron or an authorized partner or with Equipment for which this card has not been designed or supplied could cause a partial or total loss of the Services as well as per-use or monthly fees. You acknowledge that the insertion of a SIM card in any device (whether this is Videotron Equipment or not) could result in charges.

33. You acknowledge that Videotron does not offer the same technical support for mobile Equipment which is authorized but not acquired from Videotron.

34. You understand that there is no contractual nexus with the Carriers, and that you are not a third party beneficiary of any agreement between Videotron and the Carriers. In addition, you understand and accept that the Carriers assume no liability whatsoever to you. Regardless of the cause for the action, whether for breach of contract, warranty, negligence, civil liability or other, the only recourse open to you and the total liability of the Carriers arising in any manner whatsoever from the contract between Videotron and the Carriers, including, without limitation, any loss or interruption of MOT, shall be limited to payment to you of an amount equal to that portion of the amount paid by you for MOT for the period of service during which the damages occurred.

35. Videotron's liability shall not be limited by Subsections 56.1 and 56.2 that apply to MOT in cases of deliberate fault, gross negligence or anticompetitive conduct on the part of Videotron or cancellation of contract due to gross negligence on its part.

35.1 Save in the event of death, bodily injury or damages to you property or your premises, Videotron's liability for neglecting to provide mandatory emergency services shall be limited to the greater of the following amounts: **\$20.00** or three times the amount you would receive were you entitled to reimbursement for defective Service hereunder.

35.2 As far as the mandatory provision of emergency services are concerned, Videotron shall incur no liability whatsoever in respect of:

- (a) any written or oral defamation or infringement of a copyright resulting from data or messages transmitted through the telecommunications network of Videotron or the Carriers from your location or your premises or recorded using the material Videotron or the Carriers;
- (b) any damages resulting from an act, omission or fault on the part of you in your use of the material provided by Videotron or the Carriers;
- (c) any damages caused by the transmission of data or messages using the telecommunications network of Videotron or the Carriers, on behalf of you, that proves to be unlawful in any respect.

36. Where the facilities of other businesses or telecommunications systems are used to establish connections with or from your facilities or your material, Videotron shall not be liable for any act, omission or fault attributable to other businesses or telecommunications systems in respect of the mandatory provision of emergency services intended for you.

PART D – OTHER GENERAL PROVISIONS

37. The Contract shall be interpreted in accordance with the laws in effect in the province of Quebec.

38. You are not authorized to assign the Contract and/or the Equipment without the prior consent of Videotron. Any such assignment shall be null and void. Videotron may assign or transfer all or part of its rights or obligations under the Contract without your consent.

39. The Contract contains the entire agreement reached between you and Videotron as regards the subject matter thereof, and it shall take precedence over all contracts, covenants, undertakings, promises and representations in that respect, unless such representations have been made by a duly authorized representative.

40. The invalidity or unenforceability of any stipulation of the Contract shall not affect in any way the validity or enforceability of any other stipulation.

SCHEDULE A.1 – COMPENSATORY INDEMNITY IN THE EVENT OF LOSS, THEFT, BREAKAGE, DISTRUCTION, OR FAILURE TO RETURN EQUIPMENT

As provided for in Subsection 4.2 hereof, you shall pay the following compensatory indemnities in the event of the loss, theft, breakage, destruction or failure to return any Equipment that is provided, loaned, or leased:

Category of Equipment	Amount of indemnity payable * (\$)
Fixed Wireless Internet Antenna	150.00

* Plus applicable taxes.

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