

# Communications Service Contracts

## Part 2 – General Rules (Residential Customers)

Part 1 of the *Communications Service Contracts* document describes the special rules applicable to the packages you have chosen. Part 2 describes the general rules applicable to all Videotron residential customers. If you subscribe to multiple Videotron services, each subscription constitutes a separate service contract, even if all the subscriptions are combined in the same document.

### 1. Services Provided and Prices

#### 1.1. Your Monthly Subscriptions

Part 1 of the *Communications Service Contracts* indicates the services to which you subscribe: Mobility, Home Phone, Internet, Cable Broadcasting or Entertainment.

You may have one or more subscriptions. Each subscription is described in Part 1. Its content depends on the package chosen and the options you have added to it.

The price of your subscriptions is indicated in Part 1 of the *Communications Service Contracts* document.

#### 1.2. Additional Options

You may individually purchase, add or use options not included in your subscription. Here are some examples:

- **Mobility or Home Phone** : conference call, call forwarding, star service, long-distance, etc.
- **Internet**: downloading content on demand, data add-on, etc.
- **Cable Broadcasting**: video-on-demand or pay-per-view content.
- **Mobility** : purchase of mobile content, access to the network of a Videotron partner service provider when you are out of Quebec or out of Canada, etc.

If you exceed the number of minutes or data included in your subscription, this overrun is billed as an additional option.

The price billed for an additional option is the price indicated on our website or on the purchase platform (e.g. Helix or illico) at the time of the purchase, add-on, use or overrun.

#### 1.3. Installation Services

When you subscribe or if you move, we can install authorized Videotron equipment (see the list of this equipment in 2.1).

This installation service connects your residence to our network by connecting the modem and any other authorized Videotron equipment to the equipment and outlets found in your residence (e.g. wall outlets, cables, wires, Home Phone, etc.).

This service is offered at a fixed price and is limited to 5 installation jobs. It covers only surface work, which excludes wiring inside the walls, in particular. However, for Home Phone service, certain indoor services may be covered if you subscribe to our maintenance plan service (see 1.5).

We are not responsible for installation problems caused by unauthorized equipment (e.g. a damaged cable or wire found in your home).

The fixed price for the basic installation service is indicated in Part 1 of the *Communications Service Contracts* document. Any additional installation services and work are billed extra.

#### 1.4. Technical Support Services

Our technical support service includes the replacement of authorized Videotron equipment (see the list of this equipment in

2.1). This service also includes troubleshooting connection problems.

This service is free, except in the following cases:

- The problem is your fault (e.g. you improperly installed equipment).
- The problem was caused by misuse of a service or equipment.
- The problem was caused by unauthorized equipment (see the list of this equipment in 2.2 – e.g. defective cabling found in your residence).

The price varies according to the complexity of the problem and the time taken by the technician to solve the problem.

#### 1.5. Home Phone Maintenance Plan Service

You may subscribe to our Home Phone maintenance plan service. This service is available during business hours and is for repairing your outlets and your indoor telephone cabling and for detecting problems with your telephone, your fax machine, your modem or any other equipment.

##### Excluded from the maintenance plan:

- Repair or replacement of equipment not authorized by Videotron (see 2.2).
- Repair or replacement of inaccessible outlets and indoor cables.
- Repair or replacement of outlets or cables that connect distinct structures on the same premises (e.g. cables that connect the house to the shed).
- Repair or replacement of non-compliant installations.
- Repair or replacement of installations specifically intended to transmit data.
- Problems or damage that existed before you joined the maintenance plan and of which you were aware.
- Damage due to negligence, vandalism or force majeure.
- Installation of additional outlets or cabling.

The price of the maintenance plan is indicated in Part 1 of the *Communications Service Contracts* document.

### 2. Authorized Equipment, Prices and Indemnities

#### 2.1. Authorized Videotron Equipment

We authorize the use of the following equipment: any Videotron equipment loaned, leased or sold by Videotron or by an authorized Videotron distributor (e.g. digital terminals, Helix TV terminals, modems, routers, Helix Fi gateway, Wi-Fi pods, SIM cards, mobile Internet keys, mobile phones, software, computer programs and applications, etc.).

##### Price for sale or leasing of Videotron equipment:

The price is indicated in Part 1 of the *Communications Service Contracts* document.

##### Indemnities payable when you terminate your contract:

- For Videotron equipment sold at a discount or subsidized or with the Simplified Payment option: you must repay a portion of the discount or subsidies based on the date

when you terminate the contract (see the explanation in section 15.4).

- For Videotron equipment sold with Take-back Credit: you must repay the entire credit based on the date you terminate the contract (see the explanation in section 15.4).
- For Videotron equipment not returned within 30 days of the termination the contract: you must reimburse the value of the equipment (see Schedule A).

**Indemnities payable when the loaned or leased Videotron equipment is lost, stolen, broken, destroyed or damaged:** you must reimburse the value of the equipment (see Schedule A).

#### **Leasing rules for leased Videotron equipment:**

Start of leasing: Date when the leased equipment is delivered to you.

End of leasing:

- Date when the service contract ends, or
- Date of purchase of the leased equipment, or
- Date when you return the leased equipment to us.

Maintenance and repair of the leased equipment (for normal wear only): In case of normal wear, we are responsible for maintaining the leased equipment, repairing it or replacing it with equivalent new or reconditioned equipment.

Your right to purchase the leased equipment: If you benefit from the right to purchase the leased equipment (purchase option), this right may be exercised only after the **first 12 months** of leasing. The purchase price is the amount equivalent to the value of the reconditioned equipment on the date of purchase.

Rules imposed by the Consumer Protection Act for long-term leasing of equipment: see Schedule B.

## **2.2. Unauthorized Equipment (Use at Your Risk)**

Any equipment that has not been loaned, leased or sold by Videotron, or by an authorized Videotron distributor, is excluded from the service contracts.

We cannot warrant that its use is reliable or safe, and you therefore assume the risks when you opt for such equipment. For example:

- The equipment could be incompatible with the Videotron services for technical reasons.
- The equipment could be damaged when it is connected to or disconnected from authorized Videotron equipment.
- Use of the equipment could generate greater data consumption and high additional charges (e.g. when you insert a Videotron SIM card in this equipment).
- The 911 service or your alarm system could be unavailable due to this equipment.

You are also responsible for damages we might suffer due to this equipment (e.g. if its use affects our network).

## **3. Warranties**

### **3.1. 30 Day Satisfaction Warranty (on Certain Conditions)**

If you are not satisfied with a service to which you subscribed, you have **30 days** after its activation to terminate the contract without any early cancellation fees. However, if you have benefited from additional options during these **30 days** (e.g.

purchase of pay-per-view television content), you must pay the price of these additional options.

#### **Conditions to be entitled to the warranty:**

- [1] Having used at most **50%** (or **100%** if you are an individual with a disability) of calling time and data included in your Mobile plan or Mobile Internet plan. If your subscribed-to monthly plan includes unlimited usage, condition [1] will not apply to the unlimited option.
- [2] Return the equipment and its accessories to us in their original packaging (if applicable) and in almost new condition, otherwise you must pay early cancellation fees where appropriate.

### **3.2. Manufacturer's Warranty (for Equipment Sold)**

If you purchased Videotron equipment and it is defective due to a manufacturing defect, you must inform us as soon as you notice it to be entitled to the manufacturer's warranty. You must also inform us before the warranty end date.

The manufacturer's warranty does not apply if the equipment is broken or defective for one of the following reasons:

- An accident.
- Force majeure.
- Equipment modified without our authorization.
- Misuse or abuse of the equipment.

#### **Rules applicable to the manufacturer's warranty:**

Start of the warranty:

- Equipment activation date; or
- Date of purchase of the equipment if it is activated more than **30 days** after purchase.

Minimum term of the warranty (some manufacturers may offer a longer warranty term):

- **3 years** (parts and labour) for all new Helix TV terminal (1) and the Helix Fi gateway (1) and (2).
- **1 year** (parts and labour) for routers, Helix TV terminal (2), Wi-Fi pods, mobile Internet keys and new mobile phones.
- **3 months** for any other new or reconditioned equipment, except if the manufacturer offers a longer warranty period.

Replacement: if we find that the equipment is defective, we may replace it with new equipment, or with reconditioned equipment that is identical or that has comparable functionalities. We must also take into account the requirements of the manufacturer of this equipment. In the event that the defect is eligible for warranty, please go to your nearest Videotron store. To find your nearest Videotron store, visit <https://magasins.videotron.com/en>

### **3.3. Videotron Basic Warranty for Certified Refurbished Mobile Phones (for Equipment Sold)**

Videotron offers a 12 months basic warranty (parts and labour) on certified refurbished mobile phones.

If you have purchased a Videotron certified refurbished or mobile phone and it is defective due to a defect that is not part of the exclusions below, you must notify us as soon as you notice it in order to be entitled to Videotron's warranty. You must also notify us before the warranty expires.

Videotron's basic warranty does not apply to defects on the device that are cosmetic in nature (for example, scratches, cracks in the screen, etc.) or if the device is broken or defective for one of the following reasons:

- An accident.

- Force majeure.
- Equipment modified without our authorization.
- Misuse or abuse of the equipment.

Accessories included with a certified refurbished mobile phone, whether new or used, may not be original and are not covered by the warranty.

Battery life may vary depending on prior usage. When certifying the device, we ensure that the battery is operating at at least 80% of its initial capacity. If not, we will replace it with a new battery.

Certified refurbished phones have not been repaired, remanufactured, or refurbished by the original manufacturers.

Rules applicable to Videotron's basic warranty:

Start of warranty :

- Equipment commissioning date; or
- Date of purchase of equipment if commissioned more than 30 days after purchase.

Replacement: If the equipment is defective, we may replace it with a new equipment, or with a certified refurbished equipment that is identical or has comparable functionalities. We must also take into account the requirements of the manufacturer for this equipment. In the event that the defect is eligible for the warranty, please go to your nearest Videotron store. To find your nearest Videotron store, visit <https://magasins.videotron.com/en>

### 3.4. Extended Warranty (for Equipment Sold)

If you purchased an extended warranty, it is described in Part 1 of the *Communications Service Contracts* document or in a separate document attached to the contract.

### 3.5. Replacement parts, repairs and information required for the maintenance or repair of loaned, leased or sold equipment

Videotron does not provide replacement parts, repair services or information required for the maintenance or repair of equipment loaned, leased or sold.

## 4. Invoices and Payments

### 4.1. Your Billing Cycle

You are billed for your subscription in advance, once a month, for the services that will be provided during the period indicated on your invoice. Amounts shown on your invoice are payable in full on the date shown on your invoice (or the date of billing). You must ensure that we receive your payment before the deadline for payment that is indicated on your invoice (or the invoice due date).

If you subscribe to multiple Communications Services, the following rules apply:

- You are sent different invoice depending on your subscriptions.
- If you activate a new service during a billing period, this service will be billed to you in proportion to the number of days during which you benefited from it.

### 4.2. Calculation of Your Use of Minutes and Data

**Calculation of call time for local and long-distance calls.** The duration of a call is rounded up to the next minute at the first second. For example:

- A 1-second call is billed at 1 min.

- A 38 min. and 1 second call is billed at 39 min.

**Calculation of quantity of data used.** We do an automated calculation of the quantity of data used. The result of this calculation cannot be contested. Be informed of the following:

- Unused data at the end of a month cannot be transferred to be used in the following months.
- The quantity of data used outside Quebec is rounded up to the next ten kilobytes upon each use. For example, if you download 88 kilobytes of data outside Quebec, your invoice will show 90 kilobytes.
- When the services are used via the network of a Videotron partner service provider, the data calculation rules may be different.
- When you send or receive a message, a photo or any other type of content, our network sometimes must send additional data or send the same data packet several times to complete the transmission. This may generate greater data consumption.
- Viewing entertainment content on our platforms generates data consumption, except if the content is viewed on television.
- If several mobile devices use a common data add-on, we add the total data used per device equipped with a SIM card or an equivalent device.

We make tools available to you to help you track your consumption at

<https://videotron.com/en/support/mobile/mobile-data/data-usage>. In particular, you can be notified when you have reached 75%, 90% and 100% of your monthly Internet usage limit.

### 4.3. Late Payment Charges

If your payment is not received at the invoice due date, you must pay interest on the unpaid amount at the rate of **2,0% per month**, compounded monthly (**26,82% per year**) from the date of the billing until the date of receipt of the full amount.

Any late payment first goes to pay the accrued interest, from the oldest unpaid invoice to the most recent. It is then used to pay the unpaid balances, from the oldest invoice to the most recent.

We can send your file to collection if your invoice is still unpaid **50 days** after the invoice date. We can also interrupt your service or terminate your contract (see 15.5).

### 4.4. Contesting a Billing Error

You have **90 days** from the date of billing to contest an overbilled amount or an amount billed in error. This amount will be credited to you if our verifications prove you right. **After these 90 days**, you may no longer contest your invoice. If you contest only a portion of the amount of your invoice, you must pay the uncontested portion no later than the deadline indicated on your invoice.

### 4.5. Payment Required in Advance in Case of Financial Risk or Atypical Use of Services

If you represent a financial risk, or if you do not provide enough information to allow us to assess your solvency, we may require more than one month's payment in advance.

If we notice abnormal or unusual use of a service or equipment, we may also require payment for this use before the usual billing date. In such a case, you must pay within **3 days** of our request.

In all cases where we require payment in advance, we must explain the reason and the terms of payment to you. If you do not comply with our requirement, any amount charged to your account becomes due and must be paid immediately. We may also interrupt the service or terminate the contracts.

#### 4.6. Preauthorized Payments

To allow us to apply preauthorized debits to your bank account or credit card, you must activate the preauthorized payment mode on our Website or by contacting us.

We will inform you in writing of the amount debited monthly and the date of the first payment.

#### 4.7. Services Billed But Not Provided by Videotron

Services you purchase via other service providers (e.g. purchase of telephone ring tones, specialized phone lines, text alert, etc.) may appear on your Videotron invoice.

However, we have no control over those services or the amount billed. We therefore cannot be held liable for disagreements between you and these service providers or for any damages you might suffer. You must therefore contact this other service provider directly to resolve any disagreement.

#### 4.8. Home Long-Distance Calls Billed by Default at Videotron's Rates

Once you enter into a Home Phone contract with Videotron, our long-distance rates apply. If you wish to deal with another service provider, you must take the necessary steps.

You should know that some long-distance service providers do not route long-distance calls from the Videotron network. If this is the case for the service provider that interests you, we cannot be held liable.

In addition, we cannot be held liable for disagreements you may have with the chosen service provider, including in connection with long-distance rates.

### 5. Situations that May Affect the Operation of the Services

It is impossible for us to guarantee that the services provided will never be interrupted, unavailable, inaccessible, slowed down, unstable or limited.

Sections 5.1 to 5.5 enumerate the operating problems for which we cannot be held liable (including for indirect, special and punitive damages and losses of income or earnings you might suffer).

#### 5.1. Temporary Interruption or Slowdown of a Service

**Situations beyond our control.** For example:

- Limitations inherent to our network or to the network of a Videotron partner service provider (you may consult our network coverage at <https://videotron.com/en/mobile/mobile-network-coverage>)
- Delays or other limitations in the transmission of data and files caused by atmospheric, topographic or radio interference, by system overcapacity, or by other factors beyond our control or beyond the control of a service provider.
- Failure of equipment or installations belonging to other companies that affects our network (e.g. a power outage on the network).

- A fault committed by other companies that affects our network.
- The transfer time of a Videotron network connection to the network of a Videotron partner service provider.
- The weakness of a device's batteries.
- Use of a Videotron SIM card in unauthorized equipment (see 2.2).
- An order from the police or any other law enforcement agency obliging us to interrupt your services. Service restoration fees could apply.
- Any measure that could unintentionally hinder delivery of email (e.g. our anti-spam measures may occasionally block legitimate email).

**Maintenance work.** Videotron occasionally performs maintenance work to ensure the efficient operation and improvement of our network (e.g. modification, update, relocation or repair of equipment). This maintenance work may cause service interruptions or slowdowns.

**Traffic management.** To prevent Internet congestion if your modem or you Helix Fi gateway sends a large quantity of data, we may temporarily slow down your upload speed (data sending), depending on your type of Internet access. When the risk of congestion ends, your speed will be restored. For more details, see our detailed traffic management policy:

<https://videotron.com/en/support/legal/internet-traffic-management-policy>

#### 5.2. Interruption of a Service for 48 Hours or More

**Your rights.** You are entitled to a credit if a service is interrupted and unusable for at least **48 hours** consecutively. You must make the request in writing within **15 days** after the end of the interruption. You are not entitled to any other compensation. The amount of the credit is calculated in proportion to the duration of interruption, as follows:

$$\left[ \frac{\text{Monthly price of the service}}{\text{Number of days included in the billing period}} \right] \times \left[ \frac{\text{Number of days of interruption}}{\text{Number of days included in the billing period}} \right]$$

However, you are not entitled to any credit if the interruption is caused by:

- a work stoppage,
- an act of vandalism,
- an order from the police or any other law enforcement agency that obliges us to interrupt your services,
- any other event of force majeure or other circumstances beyond our control or beyond the control of a Videotron partner service provider.

#### 5.3. Interruption or Unavailability of Service on a Videotron Partner's Mobile Network

**Due to the usage limits imposed by a Videotron partner service provider.** We have agreements with certain service providers so that our Mobility and Mobile Internet services are accessible over a larger territory. However, these agreements involve usage limits. For this reason, we may interrupt or block your access to the network of these service providers when you use your Mobility services mostly on their network for two consecutive billing periods.

**Due to network limitations or technological incompatibility.** Your service could be limited or interrupted due to network limitations of Videotron partner service providers or due to technological incompatibility between your equipment and their network.

**Due to unavailability of some of our services on the network of Videotron's partner service providers.** Some Videotron services are only available on our own network (e.g. the directory assistance service (411) does not work if you are in the United States).

**Your rights.** The agreements with Videotron partner service providers do not create a contractual relationship between them and you. These partners have no liability to you and you have no rights against them under these agreements.

In the event of service interruption, the only compensation to which you might be entitled is a reimbursement proportional to the amount you paid for the services from which you were unable to benefit due to the interruption or unavailability. You have no other recourse against these partners, regardless of the legal basis (direct or indirect extracontractual or contractual liability) and regardless of the source of law (civil law, common law, or other).

#### 5.4. Interruption of Unavailability of 911 or Your Alarm System

The 911 emergency service or your alarm system connected to a telephone line may be temporarily interrupted or unavailable, for the following reasons, without limitation:

- A. Due to a temporary interruption or slowdown described in section 5.1.
- B. If you use unauthorized equipment (e.g. telephone modem).
- C. If you use equipment at an address other than the one where the services are provided, which is in breach of your commitments (see section 8 (10)).
- D. If you modify or alter equipment or software connected to our network, including its configuration, which is in breach of your commitments (see section 8 (9)).
- E. If there is a failure, a fault or a problem caused by the equipment or installations belonging to other companies.

**Your rights.** If the interruption or the unavailability is our fault and you suffer damage, here are the limits of our liability:

- The greater of **\$20** and three times the amount of the credit to which you are entitled during a service interruption of 48 hours or more (see 5.2). You are not entitled to any other compensation.
- However, there is no limit on liability in the following cases: death, bodily injury, damage caused to your goods or premises, deliberate fault, gross negligence, anticompetitive behaviour on our part, or breach of your contract resulting from our gross negligence.

#### 5.5. Change of Programming, a Channel or Any Other Content

We have no control over the channels, programs or other content offered by television channels or entertainment content providers. We are not responsible for the quality of this content. In addition, we are not responsible if these channels or these providers modify or withdraw content.

We also have no control over programming changes, which may occur at any time. For this reason, our schedule may not always be updated in time and we cannot be held responsible for this.

**Your rights.** If a channel in your package is changed or withdrawn, you have the right and the responsibility to replace it with another channel available in your subscription. You may make this change via your Customer Centre on our website or your digital terminal (for your illico services) or via My account (for your Helix services).

## 6. Commitments to Protect Your Data and Internet Access

We do not guarantee the security of your data, your files, your privacy, your Internet access and the equipment. You are therefore responsible for taking the appropriate measures to protect your data, your privacy, your Internet access and the equipment. For example:

- A. Use passwords or other measures to control access to the equipment
- B. Back up all your data (e.g. emails, archives, photos, videos, etc.).
- C. Install data protection software (e.g. antivirus).
- D. Use data encryption methods.
- E. Take technical measures to secure your Internet access such as activating the parental control service.
- F. Delete information and data stored on equipment that is returned to us or when you dispose of it.

These protective measures can avoid the following problems for you:

- A. Data or files corrupted, intercepted, lost or destroyed by intrusion or otherwise.
- B. Damage caused by viewing, downloading or any other use of content by the services offered.
- C. Damage resulting from a change in software configuration or a computer virus.
- D. Loss of programs, data or other information that had been saved or stored on equipment.

## 7. Commitments Concerning Use of Equipment

[1] **You must assume the risks related to use of unauthorized equipment** (see 2.2) and the risks related to use of authorized Videotron equipment, even when it is used by a person other than yourself (including the costs and damages this may engender). Moreover, you are liable if the loaned or leased Videotron equipment is lost, stolen, broken, destroyed or damaged beyond normal wear and tear, except in case of force majeure.

[2] **You must notify us immediately if any Videotron equipment sold is defective.** You may be entitled to a warranty under these general rules.

[3] **You must notify us immediately if any loaned or leased Videotron equipment is lost, stolen, broken or destroyed.** For stolen or lost equipment, we can block access to the service concerned (e.g. if your mobile phone is stolen, we can block access to telephony services and use of data).

From the time your services are blocked, the person who has your equipment can no longer use it. You therefore do not risk having to pay for additional options. However, you remain responsible for paying the price of your subscription and the price of any additional option used before blocking. You must also pay the indemnity stipulated in section 2.1 for replacement of the equipment.

[4] **You must return the loaned or leased Videotron equipment to us** within 30 days of the of the termination of your contract. Do not forget to delete personal information and data stored on the equipment.

If you do not return the equipment, you must pay the indemnity stipulated in section 2.1.

[5] **You must return the purchased device**, that obtained a Videotron's Take-back Credit, in conditions deemed acceptable at the sole discretion of Videotron within 30 days of the termination of your contract For more details on the criteria use to determine the eligibility, see our detailed returned policy: [go.videotron.com/take-back-credit](https://go.videotron.com/take-back-credit)

If you do not return the equipment, you must pay the indemnity stipulated in section 2.1.

[6] **You must comply with the minimum configurations of the equipment**, including software and programs, to avoid security breaches that could affect the Videotron network (e.g. update your Internet browser when an update is proposed to you).

[7] **You must comply with the number of authorized televisions, outlets, signals and receivers**, indicated in Part 1 of your Cable Broadcasting contract or on your invoice. Otherwise, you risk civil and penal sanctions.

[8] **You must protect and secure the loaned and leased Videotron equipment** and use it with care, prudence and diligence.

[9] **You must not remove or modify the label or the serial number** of leased Videotron equipment.

[10] **You must not modify or alter any equipment and software** connected to our network, including their configuration.

[11] **You must not use the equipment at an address other** than the one where the services are provided, except if this is permitted in Part 1 of the *Communications Service Contracts* document. This prohibition does not apply to Mobility and Mobile Internet equipment.

[12] **You must comply with the applicable regulations**, the user manuals of the equipment sold and any other requirement on our part.

[13] **You must not assign or otherwise transfer**, without our authorization, the Videotron equipment that has been loaned or leased to you.

[14] **You must bear the cost of the electricity consumed** by all equipment required to provide the service.

## 8. Commitments Concerning Use of Services (Fair Use Policy)

[1] **You must assume the risks related to use of the services**, even when they are used by a person other than yourself (including the costs and damages this may engender).

[2] **You must not use the Mobility service mostly on the mobile network of a Videotron partner service provider** (see the explanations in section 5.3).

[3] **You must use the services and content for your personal purposes only and not for commercial purposes**, unless you are eligible for a program approved by Videotron. You must not resell or offer the services to other persons, with or without consideration (e.g. Internet access or any other entertainment services). You must not share your passwords. You also must not modify, lease, lend, sell or distribute any content to which you had access thanks to the services offered or create derivative works based on such content.

[4] **You must notify us immediately if the services are used for commercial purposes or in the operation of a business**, unless you are eligible for a program approved by Videotron. Your contracts could then be transferred to our Business Service, because the applicable prices, conditions, laws and regulations may differ from those applicable to the services we offer for use for personal and residential purposes. You will be informed of this transfer **30 days** in advance.

[5] **You must not use or permit the use of the services illegally or abusively**. This is the case, for example, if the use of the services is unreasonable or disproportionate, if it jeopardizes the services or our network, if it harms us or if it harms any other person.

[6] **You are fully responsible for any misrepresentation made when subscribing to our services**, including any use you may make of the services for commercial purposes or in the operation of a business.

[7] **You must not assign or otherwise transfer the licence to use** software or a service.

## 9. Commitment to Give Us Access to Your Domicile

You undertake to give us authorization to access to your domicile or to any other place where the services are or will be provided, during business hours, to allow us to:

- Install, inspect, repair or maintain any equipment connected to our network or to the network of a Videotron partner service provider;
- Resolve any outage or any other problem that affects the network; or
- Ensure that your commitments or our obligations are met.

Our representative must obtain your permission before entering, except if there is an emergency or if a judge has given the representative written permission to enter without your authorization. On your request, our representative must show you the ID card we have issued them.

## 10. Commitments to Indemnify Us in Case of a Lawsuit Related to Use of Your Services or the Equipment

A person might sue us or claim compensation for a reason related to the way you use the services, the equipment, the telephone numbers or the ID codes. A person might also do so for a reason related to a fault you have committed, or to a commitment of your contract you have not honoured.

Similarly, a person might sue our affiliates and our partners or claim compensation from them.

Even if this person's claim seems unfounded to you, you undertake the following, at your expense:

- A. Take charge of the situation, including any negotiations.



- B. Defend our interests and those of our affiliates and our partners.
- C. Compensate us and our affiliates and our partners for any damages suffered and any costs, including legal fees and court costs.

We may participate and intervene in a lawsuit, at our expense, and choose our own lawyer. Our affiliates and our partners have this same right.

## 11. What You Risk if You Do Not Honour Your Commitments

[1] **We can interrupt your services or terminate your contracts** by complying with the conditions set out in section 15.5.

[2] **If we suffer any damages, you must compensate us** (including indirect, special and punitive damages, loss of income or earnings). **If you suffer such damages, we are not liable for them.**

[3] **We may prohibit you from being a mandatary on another person's account.**

## 12. Management of Telephone Numbers and ID Codes

### 12.1. Transfer of Telephone Numbers from a Former Service Provider to Videotron

When you enter into a telephony contract with us, we take care of contacting your former service provider for the transfer of telephone numbers.

However, you are responsible for paying the transfer charges and the amounts owed to your former service provider.

### 12.2. Possible Change and Withdrawal of Telephone Numbers or ID Codes

The ID codes and telephone numbers that are assigned to you do not belong to you.

An ID code may be any identification element we assign to you or that has been transferred to us by another service provider (e.g. calling card, personal identification number (PIN), email address, IP address, Web page address, etc.).

We cannot guarantee that the ID codes will never be changed or withdrawn. If such is the case, we will inform you of the situation, but we cannot be held liable for damages you might suffer (e.g. if a service is interrupted because you have not met a commitment in the contract and the ID codes change when service is restored).

The telephone numbers may be changed only if we have reasonable grounds to do so (e.g. if a government body requires it) and we are not liable for damages you might suffer therefrom. However, we must inform you in advance, within a reasonable time and in writing, of the grounds and the date of the change. If a number must be changed urgently, we may inform you verbally, and then confirm to you in writing that the change has been made.

If you have been assigned a Videotron email address, you no longer have the right to use it when you terminate the Internet contract.

## 13. Management of Your Personal Information

### 13.1. List of Personal Information We May Collect

We may collect, use and retain the following personal information:

- Your name and your contact information (e.g. address, telephone numbers, email address, IP Address).
- Your credit and banking information.
- Your date of birth, sex and family status.
- Any other information described in our Privacy Policy at [go.videotron.com/privacy](http://go.videotron.com/privacy).

We may collect this information from you or from other persons and organizations with your consent or if the law allows us to do so. You undertake to provide us with accurate and complete information and to notify us of any change during the term of your contracts (e.g. move, change of email address).

At the time your service contracts are made, you authorize us to obtain, from financial institutions and other relevant information agencies, the necessary personal information to verify if you represent a financial risk.

You also authorize us to send them any personal information required for this purpose. You may authorize us to redo such checks for periodic verification of the financial risk you represent throughout the term of your contract. Finally, you may authorize the persons acting on our behalf to obtain and transmit such information for the same purposes. You may withdraw your consent at any time by contacting us (see 13.5).

### 13.2. On What Conditions May We Collect, Use, Transmit and Retain Your Information?

You give us the right to collect, use, transmit and retain your personal information for the following reasons:

- [1] Starting, developing and maintaining a business relationship with us.
- [2] Knowing your interests, needs, expectations and preferences in order to improve our products and services and offer you new ones.
- [3] Detecting and preventing potential fraud or illegal, inadequate or inappropriate uses of our products and services.
- [4] Providing the products and services you have requested, billing them and collecting payment.
- [5] Perform analysis and statistics on the consumption of our products and services.
- [6] Assessing whether you represent a financial risk before entering into a contract with you, and periodically verifying this risk during the term of your contract.
- [7] Engaging in commercial or philanthropic prospection by including your name, address and telephone number on our nominative list of customers and sharing this list with our affiliates for this same purpose. You may always request that your personal information be removed from this list by contacting our Customer Service.
- [8] Complying with applicable laws and regulations.

We undertake to use your personal information within the limits imposed by the law and to retain it only if it is necessary or useful for one of the 8 above-mentioned reasons.

We also undertake to protect the confidentiality of your personal information through security measures which are appropriate based on the media and the sensitivity of this information.

### 13.3. On What Conditions May We Share Your Personal Information with Others?

Your personal information is confidential. We must therefore obtain your consent before sharing it with anyone.

**Exceptions.** We do not have to obtain your consent if your information is already accessible to the public, if a court requires that your information be disclosed to a person, organization or company, or if we require it in order to perform tests to improve information security.

We also do not have to obtain your consent if a law or a regulation allows us to share your information with persons, organizations or companies without your consent or obliges us to do so. In particular, we can share your information with the following persons:

- Your mandatary: a person who is your mandatary or whom we consider to be your mandatary based on a reasonable analysis of the circumstances.
- Our mandatary: our mandatary whose mandate is to obtain payment of the amounts you owe us. Your information must be necessary to perform this person's mandate and he/she must undertake to use your information only for this purpose.
- A telephony service provider or any other service provider. Your information must be necessary to provide efficient and cost-effective service. The service provider must undertake to use your information only for this purpose and to ensure its confidentiality.
- A Videotron affiliate that provides you with communication services. Your information must be necessary to provide such services. The company must undertake to use your information only for this purpose and to ensure its confidentiality.
- An organization or person with the power to compel us to disclose your personal information. Your information must be requested in the course of their duties.
- An organization which has the responsibility under a law to prevent, detect or repress crime or statutory offences. Your information must be necessary for the prosecution of an offence and be requested in the course of performing the organization's duties.
- A public authority or its mandatary that considers that there is an emergency public alert situation. They must need your information to avoid or minimize an imminent danger to a person's life, health or safety.

**Information sent abroad.** When we use the services of companies located outside Canada to provide the requested services to you, we require that these companies preserve the confidentiality and security of your personal information according to the standards set out in the *Personal Information Protection and Electronic Documents Act*, including through agreements in which they undertake to do so. However, when your information is stored or processed outside Canada, it is subject to foreign laws that could allow, despite our agreements, that your personal information be disclosed to the authorities of the countries in question.

### 13.4. Your Right to Access Your Personal Information

You may request access to your personal information at any time, in writing. We must make it accessible to you no later than **30 days** after receiving your request.

### 13.5. Contact Us for Any Request or Complaint Related to Personal Information

Any request or complaint related to your personal information must be addressed in writing to the Privacy Officer and sent to the following address: 612 West St-Jacques Street, Montreal, Quebec H3C 4M8. You can also consult our Privacy Policy: [go.videotron.com/privacy](https://go.videotron.com/privacy)

## 14. Management of Your Subscription and Your Services

### 14.1. Changing Your Subscription and Your Package

**General rule.** At any time, you may contact our Customer Service to request to change the contents of your subscriptions, including your packages, by calling 1 877 512-0911. You remain responsible for the amounts owed for the services provided up to the effective date of the change. Certain discounts or certain promotions may no longer apply after the change (e.g. certain options that were included in your previous package could be charged in your new package or may no longer be available).

**Special rule in Cable Broadcasting.** Any channel selection must be maintained for at least 30 days. Moreover, your choice must comply with our policies and the regulatory requirements of the Canadian Radio-television and Telecommunications Commission (CRTC) and the programming providers.

We cannot guarantee that the selected channels will remain available, as changes or withdrawals may occur at any time.

### 14.2. Moving Your Services and Updating Your Customer File

If you move, you must pay for installation of the authorized Videotron equipment at your new address (see section 1.3).

If you move to a location where our services are not provided or to a location where our network is not optimal, you may terminate your contract on the conditions set out in section 15.4.

You remain responsible at all times for updating the contact information provided in your customer file, including your email address. We are not responsible if any communications are sent to an incorrect email address.

## 15. Management of Your Contract

### 15.1. Content and Interpretation of Your Contract

Parts 1 and 2 of the *Communications Service Contracts* document describe all Videotron's rights and obligations and all your rights and obligations concerning your subscriptions. In other words, entering into a service contract with Videotron invalidates any other agreement, promise, representation or warranty, except for those pertaining to specific services (e.g. AppleCare).

Each contract shall be interpreted according to the laws and regulations in force in the Province of Quebec, including the regulatory decisions of the CRTC. In case of incompatibility between these rules and the contents of a contract, CRTC rules take precedence.

### 15.2. Start and Term of Your Contract

Each contract comes into force individually effective from activation of the service. However, if the equipment is not yet installed at the time of activation, the contract comes into force on the date of installation of the equipment.



Each contract is for an indeterminate term. Thus, there is no end date.

### 15.3. Our Right to Amend the Contents of Your Contract

At any time, we may amend your contract, including the price and the nature of the service offered. We must inform you of any amendment at least **30 days** (or **60 days** in certain circumstances) before its effective date, by a letter or writing that deals only with this subject. Such writing shall indicate clearly and legibly:

- the information added to your contract, or the amended clause with its original version,
- the effective date of the amendment, and
- any other information required from us by the law or regulations.

**Your rights.** If the amendment effectively increases the scope of your commitments or reduces our obligations, you may refuse this amendment and terminate the contract without having to pay the indemnity for the Videotron equipment sold at a discount (this indemnity is explained in section 15.4). You may do so no later than **30 days** after the effective date of such amendment.

In all cases, you remain responsible for paying the price of the services provided up to the date your contract ended.

### 15.4. Your Right to Terminate Your Contract

You may terminate your contract at any time. You must call 1 877 512-0911 and pay for the services provided up to the date when your contract ended. If Videotron's equipment has been leased to you, you must return it to us. Videotron will then automatically reimburse you for any amount greater than **\$5** that is due to you following this termination and following the return of all Videotron equipment. However, any amount of less than **\$5** owed to you following this termination will only be reimbursed upon request and following the return of your Videotron's equipment.

**Possible indemnities for Videotron equipment sold at a discount, an instalment plan or Simplified Payment option.** If you purchased equipment at a discount, an instalment plan or Simplified Payment option and the discount, instalment plan or Simplified Payment option is spread over several months, you must pay the remaining discount, instalments or payment when you terminate the contract. The remaining discount or subsidies is calculated as follows:

$$\left[ \frac{\text{Amount of the discount or instalment}}{\text{Number of months of the discount or instalment}} \right] \times \left[ \frac{\text{Number of full months remaining for the discount or instalment}}{\text{Number of full months remaining for the discount or instalment}} \right]$$

The month begun at the time you terminate your contract is considered to be a fully elapsed month.

For example, you were entitled to a \$350 discount spread over 24 months for a cell phone. You terminate your contract when there are 9 months remaining before the end of the discount. The amount to be reimbursed is:  $350 \div 24 \times 9 = \$131.25$ .

If your services have been suspended (e.g. seasonal suspension or move), the period during which your services were suspended will be added to the number of

remaining months in the calculation of the indemnity to be reimbursed.

**Possible indemnities for equipment sold with a Videotron's Take-back Credit.** If you purchased equipment with a Videotron's Take-back Credit you must reimburse the entire amount of the Take-back credit when you terminate the contract.

**Possible indemnities for Videotron equipment not returned.** If you do not return the equipment that was loaned or leased to you, you will have to reimburse the value of the equipment (see Schedule A) or the costs disbursed to retake possession of the equipment.

### 15.5. Our Right to Terminate Your Contract or Interrupt Your Services

Before terminating your contract, we must inform you in writing at least **60 days** in advance.

This period is shorter if we terminate your contract or interrupt your services because you have failed to meet any of your commitments (e.g. unpaid invoice): you will be informed **14 days** in advance.

We cannot interrupt your services if you are late paying your invoice because you are contesting certain invoiced amounts. However, you must pay at least the amount of the uncontested charges.

You will not receive any notice in the following cases:

- We must take immediate actions to protect the network of Videotron's partner service providers.
- The services or equipment are used abusively or fraudulently, including our customer services.
- The services or equipment are used in breach of the law or the rules imposed by the CRTC.

Restoration charges will apply if you wish your services to be reactivated. The amount of these charges is equivalent to the installation charges in force at the time your service is restored. You should know that certain discounts or certain promotions to which you were entitled might no longer apply after service restoration.

### 15.6. Your Right to Transfer Your Contract or Equipment to Another Person (with Our Authorization)

You must obtain our authorization to assign or otherwise transfer to another person your Videotron contract or Videotron equipment that has been loaned or leased to you. Charges could be applicable if a contract is transferred.

### 15.7. Our Right to Transfer Your Contract to Another Company

Without your consent, we may assign or otherwise transfer your contract or a portion of our rights and our obligations to a person, a company or an organization. This could be the case, for example, in the context of a merger or a corporate reorganization.

### 15.8. Complaint Concerning Your Contract or Service

For information on our complaint procedure, you may consult our website: <https://videotron.com/en/contact-us/complaint-crtc>. If you are not satisfied with the proposed agreement, you may contact the Commission for Complaints for Telecom-television Services at: [www.ccts-cprst.ca](http://www.ccts-cprst.ca).

You may also obtain information on the Internet Code, the Wireless Code and Television Service Provider Code on the CRTC's website: [www.crtc.gc.ca](http://www.crtc.gc.ca).

**Schedule A: Value of the leased or loaned Equipment**

[1] Internet Access Modem	<b>\$69.00</b>	[19] X8 power supply cord	<b>\$15.00</b>
[2] Residential Telephony Modem (without battery)	<b>\$72.67</b>	[20] illico 4K Ultra HD	<b>\$349.00</b>
[3] Residential Telephony Modem Battery	<b>\$26.33</b>	[21] illico 4K	<b>\$249.00</b>
[4] Ultimate Speed / DOCSIS 3 Internet Modem	<b>\$159.95</b>	[22] Power cord with external adapter for illico 4K Ultra HD Personal Recorder	<b>\$15.00</b>
[5] 125-volt AC Cord	<b>\$21.00</b>	[23] Digital terminal remote	<b>\$19.99</b>
[6] Transformer	<b>\$70.00</b>	[24] Power cord	<b>\$5.00</b>
[7] 940 Mbit Modem	<b>\$179.95</b>	[25] Power cord with external adapter	<b>\$14.99</b>
[8] 940 Mbit Modem Power Cable	<b>\$15.00</b>	[26] Wi-Fi Router	<b>\$129.95</b>
[9] Standard digital terminal	<b>\$39.00</b>	[27] New generation Wi-Fi router	<b>\$99.95</b>
[10] Personal digital video recorder	<b>\$189.00</b>	[28] Fixed Wireless Internet Antenna	<b>\$150.00</b>
[11] HD digital terminal	<b>\$99.00</b>	[29] Digital-analog converter	<b>\$61.00</b>
[12] HD digital terminal (new generation)	<b>\$99.00</b>	[30] Remote - Digital-analog converter	<b>\$11.50</b>
[13] HD personal digital video recorder	<b>\$249.00</b>	[31] Power cable - digital-analog converter	<b>\$15.00</b>
[14] illico X8	<b>\$349.00</b>	[32] Voice remote	<b>\$20.00</b>
[15] Helix terminal power cord	<b>\$2.00</b>	[33] Helix Fi Gateway	<b>\$250.00</b>
[16] Helix Fi gateway power cord	<b>\$2.00</b>	[34] Wi-Fi pod	<b>\$72.00</b>
[17] Helix TV terminal 1	<b>\$158.00</b>	[35] Helix Fi 2 Gateway	<b>\$286.00</b>
[18] Helix TV terminal 2	<b>\$170.00</b>		

Schedule B: Rules Imposed by the *Consumer Protection Act*  
for Long-Term Leasing of Videotron Equipment

The leased Videotron equipment does not belong to you. We remain its owners even if it is in your possession.

We assume the loss or deterioration of this equipment due to force majeure, except if:

- you were not entitled to be in possession of this equipment; or
- you had become the owner of the equipment at the time of the loss or deterioration.

You benefit from the same warranties regarding the leased equipment as if you were its owner.

If you breach your commitments or any other requirement set out in the contract, we may:

- require immediate payment of any amount owed to us; or
- retake possession of the leased equipment. In such a case, we must inform you in writing **30 days** in advance. Within this period of **30 days**, you can avoid repossession by remedying the breach.

You may return the leased equipment to us at any time during the leasing period. As soon as the equipment is returned to us, the lease ends. We do not have to reimburse you for the amount of the payments due already received and we may claim from you the actual damages arising directly and immediately from the termination of the lease.

We have the obligation to minimize our damages.

It is in your interest to refer to sections 116, 150.10, 150.11 and 150.13 to 150.17 of the Consumer Protection Act (R.S.Q., c. P-40.1) and, as needed, contact the Office de la protection du consommateur.