

Terms and conditions

- 1.** Ouilink Communications provides its Customers with IPTV, Internet and IP telephone service and certain other value-added services (the "Ouilink Communications Services" or the "Services", unless the context otherwise requires).
- 2.** In this Agreement (i) the term "Customer" means the person residing in Quebec and named on the invoice, who is responsible for paying the fees for the Services provided under this Agreement and who is entitled to receive any notice or information relating to this Agreement or the Services, and (ii) the term "Agreement" means the agreement in effect between Ouilink Communications and the Customer, which may be amended pursuant to Section 17 hereof and which includes, without limitation, these Terms and Conditions and any other documents or forms that Ouilink Communications may designate from time to time as part of the Agreement.
- 3.** By using the Services provided by Ouilink Communications in Quebec, the Customer expressly agrees to be bound by the terms of this Agreement. If the Customer does not agree to the terms and conditions of this Agreement, the Customer may terminate this Agreement in accordance with the termination provisions herein and shall cease using the Services. Customer shall be responsible for ensuring that the Services are used in accordance with this Agreement
- 4.** Accounts sent to Ouilink Communications' Customers are payable in full by the due date which is indicated (i) on the invoice; (ii) on the Customer's statement issued following its initial authorisation of direct debits; or (iii) in any other way by Ouilink Communications to the Customer
- 5.** The Customers agree to notify us 30 days in advance if they wish to terminate their services.
- 6.** The Customer who has a 12 or 24 month agreement and who wishes to terminate his agreement, agrees to pay a sum representing at most 50% of the price of the services provided for in the contract which would not have been provided. In addition, the rented equipment must be returned to Ouilink Communications, at the customer's expense.
- 7.** Renewal of the contract is automatic. The Customers agree to give 30 days' notice if they do not wish to renew their contract.9. An administration fee will be charged if the Customer's cheque is NSF or if an automatic bank or credit card debit is refused. Any amount unpaid after the due date will bear interest at a rate of 2% per month (24% per annum) calculated monthly. Additional charges will be made if Ouilink Communications has to incur costs in order to recover unpaid amounts.

10. An overdue account may result in the cancellation of the Services listed on it. If a visit by a technician is required to restore a Service that has been disconnected due to non-payment by the Customer, a connection fee will be charged.

11. If Ouilink Communications finds that the Services used by the Customer and certain related products, such as, and without limiting the generality of the foregoing, long distance calls, pay-per-view movies and events or video on demand, do not comply with these terms and conditions and/or exceed a reasonable limit established by Ouilink Communications, it reserves the right to suspend, temporarily limit the Customer's access to such services or products or other related services or to disconnect without notice or delay. The Customer will then be required to contact Ouilink Communications' customer service department, which may require the Customer to pay any additional charges incurred by Ouilink Communications or to pay any charges incurred as a result of the excessive use of such services, which will allow the Customer to regain access. For the purposes of this Agreement, any use that restricts or prevents another user from adequately using the Ouilink Communications Services, causes an exceptionally large load on the network, generates traffic levels that may hinder the ability of other users to receive or transmit information, or that may eventually result in the Customer paying significant amounts related to the use of these Services or related products, will be considered to exceed a reasonable limit.

12. The Customer acknowledges that certain provisions of the Criminal Code of Canada specifically apply to "telecommunication services" or "computer services", which includes the Services provided by Ouilink Communications, that it is prohibited to connect to, interfere with or attempt to tamper with the Services or equipment of Ouilink Communications without authorization and without payment of fees, and that this may constitute theft under the Criminal Code of Canada. The Customer must immediately inform Ouilink Communications, either in writing, by calling Ouilink Communications' customer service at 450-744-0325/1833-707-4400 or by accessing www.ouilink.ca of any theft or illegal use of the Services of which it becomes aware at any time

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

14. The Customer hereby grants Ouilink Communications, its employees, representatives, contractors, subcontractors and agent's reasonable access to its premises or the address where the Services are provided, at reasonable times, for the purpose of installing, inspecting, maintaining, restoring, removing or disconnecting the Services or Ouilink Communications' equipment. The Customer may be charged a fee if a technician's visit is required to restore a Service and it is determined that the problem is not attributable to

Ouilink Communications' network or equipment. A charge may also be made to a Customer who requests technical assistance from Ouilink Communications by telephone. Similarly, a fee may be charged to a Customer who wishes to downgrade to a lower package for a Ouilink Communications Service.

15. If the Customer does not own the premises where the Services are provided, the Customer confirms that it has the consent of the owner of the premises or is otherwise authorised to allow Ouilink Communications to install, inspect, maintain, remove or disconnect the Services from the premises.

16. The Customer may obtain more information on the fees applicable under this Agreement by visiting www.ouilink.ca or by contacting Ouilink Communications' customer service department at 450-744-0325 and 1(833)707-4400.

17. Subject to the provisions of the law, Ouilink Communications may, in its discretion, change, add or remove any of the provisions of the Agreement (including the Acceptable Use Policy referred to below, if applicable), at any time. This may also include, but is not limited to, changing, adding or removing Services or any of their features, or the fees or terms under which Ouilink Communications distributes and the Customer receives the Services. Ouilink Communications will notify Customer of such modification, addition or deletion by sending written notice to Customer at least thirty (30) days prior to the effective date of such modification, addition or deletion. If such modification, addition or deletion has the effect of increasing its obligations or reducing those of Ouilink Communications, the Customer may terminate the Agreement by sending a notice of termination to Ouilink Communications no later than thirty (30) days following the coming into force of such modification, addition or deletion, failing which it shall be deemed to have accepted the modification, addition or deletion.

18. Except as provided in Article 19 below, the Customer may at any time, upon prior notice to Ouilink Communications specifying the required termination date, terminate this Agreement or any Service provided hereunder. The applicable service charges will continue to be billed until the effective date of termination or expiry (See Article 5, 6,7). The Customer shall remain responsible for payment of all accrued and unpaid balances as at the effective date of termination or expiry.

19. If the Customer has subscribed to a Service offered as part of a promotion by Ouilink Communications allowing the Customer to benefit from reduced rates or other advantages (a "Promotion") or for a specified period, then the Agreement will have a duration corresponding at least to the minimum contractual period required by the Promotion (the "Promotion Period") or the specified period. If the Customer terminates a Service prior to the expiry of the Promotion Period or the Term, the Customer shall pay to Ouilink Communications the termination fees set out in the Promotion and in the Agreement, if any. Unless the Customer notifies Ouilink Communications to the contrary, the Agreement

will automatically renew at the end of the Promotion Period or Term, on a monthly basis at the then current price for the Services in question, and may be terminated in accordance with the terms and conditions set forth in Section 18.

20. In addition to any other rights granted to Ouilink Communications by this Agreement (including the Acceptable Use Policy referred to below, if applicable), Ouilink Communications may do any of the following (a) subject to subsection (b), at any time and for any reason, upon at least sixty (60) days prior written notice to the Customer, terminate this Agreement or any Service provided hereunder, where such Agreement or Service is not entered into for a Promotional Period or for a specified period of time; (b) at any time and without notice to the Customer, disconnect the Services, suspend the Customer's access thereto or terminate this Agreement if the Customer fails to comply with one or more of its obligations under this Agreement; or (c) at any time and without notice to the Customer, disconnect the Services, suspend the Customer's access thereto or terminate this Agreement for cause, where such Agreement or Service is entered into for a Promotional Period or for a specified period.

21. Ouilink Communications does not guarantee the uninterrupted use or operation of the services. Ouilink Communications will not be responsible for any interruptions in service, loss of data, delays or malfunctions. Ouilink Communications disclaims all warranties, express or implied, with respect to the services provided to the customer. The client acknowledges that Ouilink Communications, its affiliates, and their respective directors, officers, employees, agents and suppliers shall not be liable for any damages resulting, directly or indirectly, from this agreement. In no event shall Ouilink Communications be liable to the Customer for any special or consequential damages arising out of this Agreement. The maximum liability of Ouilink communications to the Customer shall be limited to the total amount paid by the Customer to Ouilink communications under this Agreement during the 12-month period preceding the date of the claim. This section shall survive the expiration or termination of this Agreement.

22. The Customer shall be liable for any damages, claims, losses, actions, suits, proceedings or causes of action whatsoever, including attorneys' fees (a "Claim"), arising out of (i) the Customer's breach of any provision of this Agreement or applicable law; (ii) the Customer's use of the Services; or (iii) the posting or transmitting of information or other materials through the Services, and shall, in connection therewith, indemnify and hold harmless Ouilink Communications, its affiliates, officers, directors, employees, agents and suppliers of the respective Claims. The Customer agrees to notify Ouilink Communications promptly after becoming aware of any unauthorized use of its account or Services and shall take such steps as are reasonably necessary to prevent a recurrence. Ouilink Communications reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any matter that is the subject of this indemnification. The Client will cooperate as fully as reasonably possible in the defence of any such matter by Ouilink Communications

23. Ouilink Communications collects personal information about its Clients, which it uses for the following purposes: - to communicate with its Clients; - to establish and maintain relationships with its Clients; - to provide its Services, or to receive the services it needs to provide said Services; - to ensure that all activities necessary for the above purposes are carried out; - to understand and assess the interests, wishes and needs of Customers in order to improve the Services already offered, or to offer new Services; - to manage its business; - to ensure the efficiency, reliability and security of its systems and network; and - to fulfil its legal obligations. Unless the Customer expressly consents or disclosure is required or otherwise permitted by law, Ouilink Communications will not disclose personal information about a Customer, other than the Customer's name, address and registered telephone number, to anyone other than: - the Customer; - a person who, in the reasonable opinion of Ouilink Communications, is seeking the information as an agent of the Customer; - another telephone company, provided that the information is required for the efficient and cost-effective provision of telephone service, that the disclosure is made on a confidential basis, and that the information is used only for that purpose; - a company engaged in providing the Customer with services related to the telephone service or telephone directories, provided that the information is required for that purpose, disclosure is made on a confidential basis and the information is used only for that purpose; - an agent of Ouilink Communications retained for the purpose of obtaining settlement of the Customer's account, provided that the information is required and is used only for that purpose. Express consent may be deemed to have been given by the Customer where the Customer gives : - written consent; - verbal confirmation verified by an independent third party; - electronic confirmation given by means of a toll-free number; - electronic confirmation given via the Internet; - verbal consent, where an audio recording of the consent is retained by the company; - consent obtained by other methods, provided that documentary evidence is objectively created by the Customer or by an independent third party. By entering into this Agreement, the Customer hereby expressly consents to Ouilink Communications requesting, collecting from or providing to third parties personal information regarding the Customer or the Customer's accounts, for the purposes set out in the first paragraph of this section, and for those purposes only. In addition, and where applicable, the Customer hereby also consents to Ouilink Communications obtaining and using credit reports and the personal information contained therein and providing such information to credit or collection agencies, if applicable. For more information on the privacy of the Customer's personal information, please visit our website at www.ouilink.ca.

24. Ouilink Communications' failure to enforce any provision of this Agreement for any reason shall not be construed as a waiver of the right to do so at any time. Customer agrees that if any part of this Agreement is held to be invalid or unenforceable, the remaining portions shall continue in full force and effect.

25. The Customer may not assign the Agreement, its rights or obligations thereunder, or the Ouilink Communications Equipment, if any, without the prior written consent of Ouilink Communications. Any assignment without the consent of Ouilink Communications shall be deemed null and void. Ouilink Communications may assign any or all of its rights or obligations under this Agreement without Agreement without the consent of the Customer.

26. This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Quebec

27. The English version of this Agreement is available at www.ouilink.ca or upon request. Specific Terms and Conditions Applicable to Ouilink communications' High Speed Internet Service

28. By using the High Speed Internet Service provided by Ouilink Communications in Quebec the Customer agrees not to use the Service in a manner contrary to applicable laws or regulations and Ouilink Communications' Acceptable Use Policy (the "AUP") which forms part of this Agreement. The current AUP is available at www.ouilink.ca. If Customer does not agree to the terms of the AUP, Customer shall immediately discontinue use of the High Speed Internet Service and notify Ouilink Communications' customer service department that it is terminating the Service. Express Terms and Conditions Applicable to Ouilink Communications' Digital Home Phone Service

29. Customer may be charged a fee for installation or activation of Services or equipment. Customer shall protect Ouilink Communications' equipment from deterioration, alteration or damage and shall not permit anyone other than a representative of Ouilink Communications to perform any work, repairs or modifications on such equipment, except with the express consent of Ouilink Communications. If the Customer wishes to relocate Ouilink Communications' equipment, the Customer must first notify Ouilink Communications by contacting customer service to arrange for the relocation of the equipment. The Customer accepts full responsibility for the equipment installed by Ouilink Communications at the address where the Services are provided and for its use, and the Customer shall bear the full cost of repairing or replacing equipment that is lost, damaged through the Customer's fault except for normal wear and tear, mortgaged, sold, transferred, leased, encumbered or assigned. Upon disconnection of a Service or termination of this Agreement, it is the Customer's responsibility to arrange for the return of Ouilink Communications' equipment to the nearest Ouilink Communications' place of business or, in the absence of such place of business, to contact Ouilink Communications to make such arrangement.

