

TERMS AND CONDITIONS FOR CABLEVISION TELEVISION SERVICES

The service details, these terms and conditions, any schedules attached to these terms and conditions, along with any amendments, all taken together form the entire contract ("**Contract**") between "you" and Cablevision du Nord de Québec Inc. ("**Cablevision**"). You may also be provided with a critical information summary that sets out key elements of your agreement with Cablevision. This Contract is for the provision by Cablevision of cable television services and any additional features ("**TV Services**" or "**Services**"). The TV Services include the installation of any additional equipment required to receive the TV Services, whether owned by Cablevision (including equipment leased from Cablevision) ("**Leased Equipment**") or equipment purchased by you ("**Purchased Equipment**" which together with Leased Equipment is defined as "**Equipment**").

1. Cablevision changes to the terms. Cablevision may modify unilaterally this Contract (including, without limitation, the nature of the TV Services or Equipment that are the object of the Contract, the Fees (defined in **Section 5**), including monthly fees for the Services or the Leased Equipment, the term of the Contract and any interest that applies to any outstanding balance) or any other document which may become a part of the Contract, subject to the sending of a written notice at least thirty (**30**) days before the amendment comes into force. This notice, drawn up clearly and legibly, will set out the new clause exclusively, or the amended clause and the former version of that clause, and the date of the coming into force of the amendment. If the amendment will cause an increase in your obligations or a reduction in ours, you may refuse the amendment and terminate the Contract without cost, penalty or termination indemnity by sending Cablevision a notice to such effect no later than thirty (**30**) days after the amendment comes into force.

2. Customer changes to the terms. You may not make changes to these terms and conditions but depending on the TV Services you subscribe to and your plan details, you may be able to add or remove certain Services or features. Check your plan details to see if additional fees may apply. For more information about making changes to TV programming, see **Section 12**.

Your Information and Communications Preferences

3. Personal information. You confirm that the personal information indicated above is accurate, and you shall notify Cablevision within a reasonable time of any change. Cablevision's commitment to privacy protection is found at the end of these terms and conditions. Cablevision protects your personal information in a manner consistent with our Privacy Policy available at cablevision.qc.ca/privacy and applicable laws. By entering into this Contract, you agree that Cablevision may share your information with Bell Canada ("**Bell**") and other Bell companies and brands as they exist over time, including: Bell Aliant, Bell ExpressVu LP (Bell Satellite TV), Bell Media, Bell Mobility, Bell MTS, Virgin Mobile Canada, The Source, Cablevision du Nord, DMTS, KMTS, NorthernTel, Ontera, Solo Mobile and Télébec ("**Our Companies**").

4. Collection, use and disclosure of credit information. Cablevision may perform credit checks on you and collect and use information about your credit and payment history from Our Companies, credit reporting agencies or other credit grantors to assess your creditworthiness, update your information, activate Services you ordered, or to assist in collection efforts. Cablevision may also disclose your credit and payment history with Our Companies to credit reporting agencies and credit grantors to assist with assessing your creditworthiness, and to collections agencies to assist with the collection of monies owed. A security deposit may be required to determine your eligibility for Services should you decline a credit check upon activation (see **Section 7**).

Fees, Billing and Payment

5. Prices and payment. All the amounts indicated are expressed in Canadian dollars and exclude all applicable taxes. Cablevision will bill you monthly, in advance. You must pay all fees due, whether recurring or one-time charges ("**Fees**") and taxes within thirty (**30**) days of the invoice date.

6. Interest and Fees. **3.25%** interest per month (**46.8%** per year) will apply to any outstanding balance ("**Late Payment Charge**"). A fee of **\$25.00** may be charged for any cheque or preauthorized payment returned due to non-sufficient funds. Cablevision reserves the right to assign any claim to a third party or may refer your account to collections agencies as a result of your failure to pay amounts owing to Cablevision. Cablevision may charge additional Fees to offset administrative, processing, environmental or service costs for your account (for example, Fees for collections efforts due to non-payment or returned payments, suspension, disconnection or reactivation of TV Services). These Fees and charges can be found on cablevision.qc.ca and in **Schedule A**.

7. Deposit. If you fail to pay any amount when due, Cablevision reserves the right to use any deposit provided, in whole or in part, after sending you written notice to such effect. If the deposit is not used prior to the termination date of the Contract, the deposit will be returned to you, with interest at the Bank of Canada bank rate plus **1%** calculated as of

the date the deposit is provided and after deducting the amounts due within **30** days of the termination date of the Contract.

8. Disputing Fees. If you question or dispute any Fees on your bill, you must do so within **90** days of the bill date; otherwise, you accept all Fees. Disputed Fees will not be considered past due unless Cablevision has conducted an investigation and concluded that the Fees are correct and there is no basis for the dispute. You must pay all undisputed portions of the Fees within **30** days of the original bill date, failing which the undisputed portion of the Fees will be past due and you will be charged, and must pay, the Late Payment Charge for the undisputed portion.

TV Services

9. Programming. All programming is provided on a “subject to availability” basis and is subject to change. Certain programming, including sports events, may be “blacked out” in your area of reception sometimes for copyright or other reasons. Programming may also be discontinued by the programming provider or subject to temporary interruption due to causes outside of Cablevision’s control (such as the weather). Any refund or credit for interruptions or unavailability is entirely at Cablevision’s discretion. Cablevision will not refund Fees or credit you for any blackout period.

10. PPV and On Demand. All sales of pay per view (“PPV”) or on-demand (“On Demand”) programming are final. If Cablevision is unable to provide any PPV or On Demand programming that you have ordered, upon request, Cablevision will credit you the amount charged for that PPV or On Demand programming. To the extent permitted by applicable law, Cablevision is not responsible for cancelled events or failure to provide any PPV or On Demand programming.

11. Commercial use prohibited. You may not reproduce the programming for commercial purposes or charge to do so.

12. Making changes to programming. You may order new programming (and obtain information about applicable Fees) or downgrade your programming by contacting Client Care (see **Section 31** for contact information). Certain programming may be subject to a minimum subscription period and if so, we will let you know. Provided you have met the minimum subscription period (or if one does not apply), Cablevision will deactivate this programming effective as of the date Cablevision receives your request and applicable Fees will be prorated. No credit or refund will be payable in respect of such cancelled or downgraded programming.

Equipment

13. Equipment. You may not modify, replace, alter or connect unauthorized Equipment in order to use, reproduce or broadcast programming, or allow others to do so. Cablevision reserves the right to charge you the applicable user fees for all Services obtained through such a modification, replacement, alteration or connection. Only one device (television or FM receiver) may be connected per outlet. Any unauthorized addition or use of the signals constitutes theft under the *Criminal Code* (sections 326 and 327).

14. Return of Purchased Equipment. You may return Purchased Equipment within fifteen (**15**) days of its installation, in which case Cablevision will reimburse you the full amount you paid to purchase the Purchased Equipment, with the exception of all the other costs incurred, such as installation, the technician’s visit, the rental of films or fees owed due to the breakage of Purchased Equipment, for which you shall remain liable. To do so, please contact Cablevision or return the Purchased Equipment to the authorized Cablevision dealer who sold it to you. Any returned Purchased Equipment must be in as good working order as when you took possession of it and must include all its components, instruction manuals and original packaging.

15. Leased Equipment. Leased Equipment shall remain the property of Cablevision and must remain at the service address at all times. You may not assign or sub-lease the Leased Equipment. In the case of loss, theft, vandalism or non-return of the Leased Equipment at the end of the Contract, you shall pay the non-return fee, unless the loss or deterioration of the Leased Equipment was the result of a force majeure event, in which case Cablevision shall bear the risk of loss and deterioration. The non-return fee varies depending on the type of Leased Equipment (see **Schedule A**).

16. Maintenance work. Cablevision has the right to install, conduct maintenance work, replace and repair at the service address all the components of the TV Services (including the Leased Equipment). If you do not own the premises at your service address, you are responsible to obtain the necessary authorization to allow Cablevision to install, conduct maintenance work, replace and repair the TV Services (including the Leased Equipment).

17. Access. You will allow the employees and representatives of Cablevision to have access to the premises at your service address at reasonable times to maintain and inspect Cablevision’s material, devices and systems and, when the Service is disconnected (by you or Cablevision), to remove the material and Leased Equipment. In the event the Contract

is terminated, Cablevision will not be required to remove the cables, material or Leased Equipment and may elect to leave them on site.

18. Software updates. You agree to Cablevision installing, modifying or removing Cablevision (or other) software on the Equipment to the extent such downloads are reasonably necessary for the continued efficient operation of your Services. For example, without additional notice Cablevision may update or upgrade, modify or remove the software to ensure it remains compatible with and functions properly with any technological improvements to the Services. These installs, modifications, updates or removals may be required for you to continue receiving the Services.

Warranties and Cablevision's Liability

19. Warranties on the TV Services. To the extent permitted by applicable law, Cablevision makes no warranties, representations, claims, guarantees or conditions of any nature, express or implied, including fitness for a particular purpose, merchantability, title or non-infringement, with respect to any Services covered by this Contract.

20. Credits for service outages. Any credit or refund for any Service unavailability or Service outage is entirely at Cablevision's discretion.

21. Warranty applicable to Purchased Equipment. In addition to the legal warranties, the only warranties which apply to the Purchased Equipment are those offered by the manufacturer, for which a copy or reference is provided with the Purchased Equipment, and the only warranties applying to the software are those granted by the owner(s) of the licence to use the software, for which a copy or reference is provided with the software.

22. Limits on Cablevision's liability. To the extent permitted by applicable law, Cablevision's liability for damages is limited to payment, upon request, of a maximum amount of the greater of \$20 or an amount equal to the service fees payable during any service outage.

23. Circumstances when Cablevision has no liability. To the extent permitted by applicable law, Cablevision will not be responsible for failing to meet obligations due to causes beyond Cablevision's reasonable control, including: **(a)** any law, order, regulation or direction of any government; **(b)** work stoppage, labour disputes and strikes; **(c)** unlawful acts; **(d)** failure of the public power grid; **(e)** your act or failure to act in accordance with this Contract; **(f)** the act or omission of a third party, including a telecommunications carrier whose network is used in establishing connection to a point which Cablevision doesn't directly serve; or **(g)** acts of nature and all other *force majeure* events. In addition, Cablevision is not responsible for circumstances described elsewhere in this Contract where Cablevision has already stated it is not responsible.

Terminating Services

24. Termination by you. You may terminate this Contract by calling Client Care at the number indicated below. Termination will take effect on the date of your request.

25. Termination by Cablevision. Cablevision may terminate the Contract without notice pursuant to and in accordance with articles **1604, 2126** and **2129** of the *Civil Code of Québec* for a serious reason, including:

- a)** payments owed hereunder which are not paid when due (see **Section 8** if you dispute any Fees that are past due);
- b)** you connect or distribute the Services to other places or devices not authorized by Cablevision and not provided for herein; or
- c)** you do not comply with any of the material terms hereof.

26. Cancellation of Services and/or Contract by Cablevision. To the extent permitted by applicable law, Cablevision can cancel any Services or this Contract upon a minimum of **60** days prior written notice to you, including where Cablevision ceases to offer a Service to which you subscribe.

27. Fees payable upon termination. Upon termination (by you or Cablevision), you must pay all amounts owing, including all Fees and applicable taxes for Services which have been provided up to your last date of service.

28. Credit balance on final bill. For balances equal to or above **\$10** and under **\$500** on your final bill. Cablevision will mail a cheque to your preferred mailing address within **90** days of the date of that bill. For balances not refunded in this manner, you must contact Cablevision to request that it mail a cheque to your preferred mailing address.

Get More Information/Contact Cablevision

29. Contract available in alternative formats. You can request alternative formats and find more information about Cablevision accessibility services by calling Cablevision Client Care at 1 800 567-6353. To contact the Accessibility Services Centre using a TTY: 1 800 361-6476.

30. TV trial periods for persons with disabilities. If you (or a member of your household) are a TV customer with a disability, you are entitled to a trial period of **30** days to determine if the TV Services and related Equipment meet your needs. For more information, contact Cablevision Client Care (see **Section 31** below for contact information).

31. Contact Cablevision Client Care. If you have any questions or concerns about your TV Services or your Contract, we'd be happy to help. Contact information is provided below.

Contact Information	Technical Support
1 800 567-6353	1 800 567-6353 Press 9 for English and then 2
For information about how to escalate complaints within Cablevision, please visit: cablevision.qc.ca/heretohelp	

32. Tools to help manage bills. Through Cablevision online services, Cablevision provides tools to view your account balance, and more. Visit cablevision.qc.ca to set up your online services account.

33. Complaint resolution. If you have a complaint that Cablevision (contact information listed above) has been unable to resolve to your satisfaction, you can contact the Commission for Complaints for Telecom-television Services ("**CCTS**"): P.O. Box 56067 – Minto Place RO, Ottawa, Ontario, K1R 7Z1. Toll-free: 1 888 221-1687. TTY: 1 877 782-2384. Fax: 1 877 782-2924. Email: response@ccts-cprst.ca. CCTS website: ccts-cprst.ca.

34. Information about the TVSP Code. Information about the CRTC's Television Service Provider ("**TVSP**") Code can be found at crtc.gc.ca.

General

35. General. The application and interpretation of the Contract shall be governed by the laws of the Province of Quebec and the applicable laws of Canada, including the CRTC's TVSP Code. You may not assign or transfer this Contract. Cablevision's failure to insist on the performance of a term or restrictive clause shall not constitute a waiver of its right to demand the full performance in a timely manner. Rights and obligations which by their nature continue beyond termination will continue to survive and remain in effect even after the applicable TV Services or Contract has been cancelled. This includes, but is not limited to, the following sections: **Sections 3-4 (Your Information and Communications Preferences)**, **Sections 5-8 (Fees, Billing and Payment)**, **Sections 15 and 17 (Equipment)**, **Sections 19-23 (Warranties and Cablevision's Liability)**, and this **Section 35**. The parties have agreed that this Contract and the documents related thereto be drawn up in the English language only. *Les parties conviennent que le présent contrat ainsi que les documents qui s'y rattachent soient rédigés en anglais seulement.*

SCHEDULE A: FEES

In addition to the Fees set out in your service details or on cablevision.gc.ca, to the extent permitted by applicable law, you may be subject to some of the following account or service Fees or charges. All Fees and charges are subject to change in accordance with the Contract. All Fees and charges are subject to applicable taxes and are per occurrence unless otherwise specified by Cablevision. Additional Fees not set out below may apply depending on the Service ordered and your service address. You will be notified of any such additional Fees prior to being charged. Fees may be lower in certain locations, cases or where required by law.

Account Fees	Amount
Late Payment Charge	3.25%/mo. or 46.8%/year
Reactivation Fee (account suspended for non-payment)	\$49.95
NSF / Returned Payment / Pre-Authorized Payment Denial	\$25.00
Account Name Change	\$15.00
TV Relocation Fee	\$50.00 for the 1st receiver \$50.00 per additional receiver \$19.95 per TV outlet
Reactivation Fee (disconnect then reconnect maximum 6 months)	\$49.95

TV Service Fees	Amount
Installation Fee (new customer)	\$99.95 for the 1 st receiver \$19.95 per each additional receiver
Installation Fee (existing customer)	\$39.95 for the 1 st receiver \$19.95 per each additional receiver
Equipment Relocation Fee	\$39.95 for the 1 st receiver \$19.95 per each additional receiver
Receiver activation fee requiring a technician visit (existing customer)	\$39.95 for the 1 st receiver \$19.95 per each additional receiver
Receiver Non-Return Fee (DCT 700)	\$50.00
Receiver Non-Return Fee (HD Receiver)	\$100.00
Receiver Non-Return Fee (HDPVR Receiver)	\$200.00

COMMITMENT TO PRIVACY

Our Companies¹ are committed to maintaining the privacy, accuracy and security of your Personal Information. Under Cablevision's Privacy Policy, "**Personal Information**" is information about you as an identifiable individual that is protected by law. This Commitment to Privacy is a summary of our Privacy Policy and highlights important points that may be of interest to you.

- 1. What information does our Privacy Policy apply to?** All Personal Information that we collect, use or disclose about our individual customers and authorized users is covered by our Privacy Policy. This may include information such as your name, mailing address, email address, phone number, credit information, and billing or service records. There are some exceptions created by applicable law to what might ordinarily be considered Personal Information.
- 2. When do the Companies collect personal information?** We collect information during the inquiry, activation or purchase process for a product or service, when we provide service to you (including technical support or during the warranty/repair claims and service process), automatically when you use our products or services or visit our websites, call into a call centre and via security cameras when you shop in one of our corporate retail locations and also from third-parties, such as credit reporting agencies or other third-parties with whom you have had a payment relationship.
- 3. How do the Companies use my Personal Information?** We collect and use information to:
 - establish and maintain responsible commercial relations with you and to provide ongoing service;
 - try to understand the needs and preferences of our Customers, and determine your eligibility for products and services;
 - recommend products and services to meet your needs;
 - develop, enhance, market or provide products and services;
 - manage and develop our business operations; or
 - meet our legal and regulatory requirements.

Where necessary, we will request your further consent before using your Personal Information for any new purpose(s) beyond those described above.

- 4. When is my Personal Information disclosed?** Your Personal Information may be shared among the Companies and brands, including Virgin Mobile and The Source. We may disclose your Personal Information in a variety of circumstances and for the purposes set out within our Privacy Policy, such as when we have your express or implied consent. Where necessary, we will request your further consent before disclosing your Personal Information for any new purpose(s).
- 5. How is my Personal Information protected?** We use appropriate technical and operational security safeguards which vary depending on the sensitivity of the Personal Information in question. All of our employees with access to Personal Information are required to respect the confidentiality of Personal Information. Personal Information we disclose to third-parties is governed by our Privacy Policy through comparable protections in our commercial agreements and is also protected by additional safeguards, if required, depending on the sensitivity of the Personal Information involved.
- 6. Can I opt-out of the collection, use or disclosure of my Personal Information by the Companies?** Sometimes. You can opt-out of your Personal Information being used for a variety of marketing communications by us, including telemarketing or addressed marketing mail, or commercial electronic messages like emails and SMS messages. But where your Personal Information is reasonably necessary to provide you with the services you requested or the operation of our network, you cannot continue to use the services and opt-out of the collection, use and disclosure of your Personal Information because it is a condition of service. In these circumstances, you must terminate your services to stop the collection, use and disclosure of your personal information.
- 7. Where can I find a copy of the Privacy Policy?** You can get a copy of our Privacy Policy online at: cablevision.qc.ca/privacy or by contacting the Bell Privacy Office using the contact information provided below. Please also visit our privacy pages at bell.ca/privacy for additional information. The bell.ca/privacy pages include frequently asked questions on topical privacy issues.
- 8. Questions or concerns about our privacy practices?** If you still have unresolved privacy concerns you can contact us at the number shown on your bill. If a service representative cannot address your concerns to your satisfaction, contact the Bell Privacy Office at:

160 Elgin St., Ottawa ON K2P 2C4 or by email at privacy@bell.ca

¹ In this Commitment to Privacy, the words "we", "us", "our" and "Companies" refers to the Bell Canada ("**Bell**") family of companies and brands as they exist over time, including: Bell Aliant, Bell ExpressVu LP (Bell Satellite TV), Bell Media, Bell Mobility, Bell MTS, Cablevision du Nord, DMTS, KMTS, NorthernTel, Ontera, Solo Mobile and Télébec.

**Clause required under the Consumer Protection Act.
(Long-term contract of lease)**

You have no right of ownership in the goods leased.

Cablevision shall assume the risk of loss or deterioration by superior force of the goods forming the object of this contract except where you withhold the goods without right or, where such is the case, after ownership of the goods has been transferred to you by Cablevision.

You benefit from the same warranties respecting the leased goods as a consumer owning such goods.

Where you are in default to perform your obligation in the manner prescribed in this contract, Cablevision may:

- (a) either exact immediate payment of that which is due;
- (b) or retake possession of the goods forming the object of the contract.

Before retaking possession of the goods, Cablevision must give you a notice in writing of 30 days, during which time you may, as you choose:

- (a) remedy the fact that you are in default;
- (b) return the goods to Cablevision.

You may also return the goods to Cablevision at any time during the leasing period even if you have not received a notice of repossession.

If you return the goods to Cablevision, the contract is rescinded of right. In such a case, Cablevision is not bound to return to you the amount of the payments due you have already received, and cannot claim any damages other than those actually resulting, directly and immediately, from the rescission of the contract.

Cablevision is bound to minimize its 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 (chapter P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.

DISTANCE CONTRACT

By using the Services and Equipment covered by this Contract, you confirm that you have read, understood and agreed to all the terms hereof.