

## Cablevision Terms of Service

**PLEASE READ CAREFULLY.** The service details and these terms of service constitute the "Contract" between you (or "Customer") and Cablevision du Nord Québec Inc. ("Cablevision" or "we/us"). You confirm that you have reached the legal age of majority and that you are authorized to enter into this Contract.

### Your Contract

- 1. Start of Contract.** You accept this Contract on the earliest of: (a) the date on which you receive a copy; (b) the date installation has begun; or (c) the date you access or use the services.
- 2. Services.** This Contract relates to the Cablevision television and Internet services identified in the service details. The services are provided and must be used at the address shown in the service details ("**Service Address**").
- 3. Services regulated by the CRTC.** If at any time the CRTC regulates the services through any tariff(s), then such tariff(s) will apply in addition to this Contract. If there is any inconsistency or conflict between this Contract and any such tariff(s), then the tariff(s) will prevail.
- 4. Governing laws.** Because Cablevision is federally regulated, this Contract is governed by the federal laws and regulations of Canada, including the CRTC's Internet Code and Television Service Provider ("**TVSP**") Code, and any provincial laws that might apply to Cablevision in the province of the Service Address.
- 5. Assignment.** Cablevision may transfer or assign all or part of this Contract (including any rights in accounts receivable). You may not transfer or assign this Contract, your account or a service without Cablevision's prior written consent.
- 6. Inapplicable provisions.** If any part of this Contract becomes outdated, prohibited or unenforceable, the remaining terms will continue to apply to you and Cablevision. Even if Cablevision decides not to enforce any part of this Contract for any period of time, the term still remains valid and Cablevision can enforce it in the future.
- 7. Language of the Contract.** You are receiving this Contract in English because you requested a copy in English. *Vous avez demandé que ce contrat ainsi que tous les documents en faisant partie soient rédigés dans la langue anglaise mais si vous souhaitez que votre entente soit en français, veuillez communiquer avec nous, aux coordonnées indiquées à la fin de ce document.*
- 8. Changes by Cablevision.** Cablevision may change this Contract (including services, equipment, prices and fees) or any other document that is part of it. If required, Cablevision will notify you in writing at least **30** days (**60** days for certain changes related to Internet services) before the effective date. This notice will clearly identify the proposed change and the effective date. As required by law, this notice will set out exclusively the new term, or the amended term and the term as it read before. If the change increases your obligations or reduces ours, you may refuse the change and cancel the Contract without penalty, by notifying Cablevision up to **30** days after the effective date.
- 9. Changes by you.** You may not make any changes to these terms of service. However, depending on the service you subscribe to and your plan details, you may be able to add or remove certain services or features. You will need to check your plan details to see if additional fees may apply. For more information about services or features that may be available, including applicable fees, visit [cablevision.qc.ca](http://cablevision.qc.ca) or contact Cablevision Customer Service. For certain changes or if your account is not in good standing, you may not be able to make changes online and should contact Cablevision Customer Service. Cablevision's contact information is set out in **Section 52**. For more information about making changes to TV Programming see **Section 26**.
- 10. Term of Contract.** The services are provided without a set period, unless you and Cablevision agree to a contract term of greater than one month (for example, **12** months) (a "**Fixed Term**") for certain services. At the end of any Fixed Term, Cablevision will continue to provide the services to you without a set period at the then-applicable rates, unless you cancel the services.

### Fees and billing

- 11. Billing.** Cablevision bills you the fees and applicable taxes every month. You must pay all the fees within **30** days of the due date indicated on the service details. Late payment will lead to the billing of interest on the balance, calculated at a rate of **3.25%** per month (**46.8%** per year). Cablevision may refer your account to collections agencies and suspend or cancel the services (see **Section 46**).
- 12. Pre-authorized payments.** By setting up pre-authorized payments with a credit card or bank account (or other pre-authorized payment method), you authorize Cablevision to charge your credit card or debit/charge your bank account for all outstanding fees due on your account, and this constitutes Cablevision's good and sufficient authority for doing so. You confirm that the credit card or bank account is in your name, is valid and has not expired. You must promptly advise Cablevision if your credit card or bank account information changes.
- 13. Billing error.** 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

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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 interest will be charged (see **Section 11**).

- 14. Promotions and discounts.** Cablevision will apply the discounts or promotions to your account while you meet the eligibility requirements. Cablevision may change the discounts or promotions and the eligibility requirements at any time. Before making any changes to your services, please review applicable restrictions or eligibility requirements, as certain changes may result in loss of, or changes to, discounts or promotions. Promotional pricing will not apply to partial billing periods (this means, for example, if a service is cancelled in the middle of a billing period, you will not receive promotional pricing for that partial billing period).
- 15. Unlimited Internet.** Unlimited use of Cablevision Internet service is subject to the restrictions in Cablevision's Responsible Use of Services policy ("**Responsible Use Policy**") set out in **Schedule A**.
- 16. 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 (see **Section 43**), credit reporting agencies or other credit grantors to assess your creditworthiness, update your information, activate services or assist in collection efforts as needed. 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 collection agencies to assist with the collection of monies owed, also as needed. A security deposit may be required if you decline a credit check upon activation (see **Section 17**).
- 17. Security deposit.** Cablevision may require you to make a security deposit and will provide you with the reason for requiring a deposit. The security deposit will earn simple interest based on a rate of **1%** above the Bank of Canada bank rate in effect (or another rate required by governing law), calculated monthly on the last day of your monthly billing period, prorated for any partial month Cablevision holds the deposit. Once the services are cancelled or the conditions justifying the deposit no longer apply (usually after you have made **9** consecutive payments on time and in full), Cablevision will apply the deposit and any earned interest against the outstanding fees or other amounts you owe to Cablevision, and then refund you the balance of the deposit, if any. In exceptional circumstances, Cablevision may require you to pay the fees and applicable taxes on an interim basis, despite the billing cycle. If this happens, you must pay these amounts on or before the required due date to avoid termination or suspension of the services.

#### Services

- 18. Fair network access, efficient operation and responsible use of the services.** Cablevision works hard to ensure fair network access to all users and the continuous, efficient operation of our Internet services. Cablevision may manage network resources using methods which include: (a) prioritization or deprioritization of network access; and (b) Internet traffic management practices such as allocation of bandwidth (which may impact speeds), filtering for spam and malicious or illicit content, anti-virus mechanisms or other measures to protect the integrity of the network (such as the blocking of your traffic or other traffic in the event of denial of service attacks), all in a manner consistent with applicable law. For a description our Internet traffic management practices, please visit [cablevision.qc.ca/ITMP](http://cablevision.qc.ca/ITMP). You must comply with the Responsible Use Policy and all applicable laws when using the services. Cablevision may monitor the services (electronically or otherwise), including your use and the location of any equipment (see **Section 29**). Cablevision may monitor or investigate any content, use of Programming (see **Section 23**) or your use of Cablevision's networks, including bandwidth consumption and how it affects the operation and efficiency of the network and services. Cablevision may disclose any information necessary to satisfy any law, regulation, governmental or other lawful request from any applicable jurisdiction or as necessary to operate and optimize the services and to protect itself or others and ensure the services are not being used contrary to the Responsible Use Policy.
- 19. Technical problems.** Please contact Cablevision for technical support. You must make all necessary arrangements so that Cablevision (including third-party service providers that may be located outside of Canada) may access and take control of the equipment by remote control, including the installation and, where applicable, de-installation of certain software.
- 20. Availability of services.** The checks completed when you ordered the services are preliminary. The performance and availability of the service may depend on several factors, including the location of equipment (see **Section 29**), the structure to which the equipment is attached, the configuration of the equipment, demands on the network and/or network congestion, weather conditions, geography or even third-party restrictions that we do not control. We have the right to provide the Cablevision service and equipment that we find best suited to your particular circumstances. Certain services may not be available and/or offered from time to time and we may cancel such services (see **Section 46**). Cablevision may not be able to provide a service (including certain Cablevision equipment) to you up to, during and after installation or we may refuse to provide a service to you, if in doing so, we would have to incur unanticipated, unusual or unreasonable expenses (such as securing rights of way or special construction or providing service to certain conference or adult services or to high-cost areas to an extent not supportable by your rate plan and fees).
- 21. Your account and unauthorized use.** You are responsible for the protection of your accounts and passwords and for all use of your account, the services and the equipment by yourself and other users (authorized or not). You must also protect your computer systems, your software and the equipment (see **Section 29**) from theft, unauthorized use and system corruption. You are responsible for backing up and safeguarding your data, including your email and voicemail messages. We may delete your data if the service is cancelled, or if you fail to access it within a certain period of time (as determined by Cablevision). If you have concerns about unauthorized persons ordering services without your permission, you should investigate the appropriate use of parental controls, passwords and personal identification numbers (PINs) for your account, depending on the service. You must notify us immediately if you suspect unauthorized use of the services or if Cablevision equipment is lost or stolen.

You are responsible for the payment of all fees and taxes charged to your account, whether authorized by you or not, which is why it is so important to protect your account and keep account information (including authorized users) up to date.

22. **Availability of services.** Services will not work during network outages, including during planned hardware or software upgrades. As well, third-party communications services or equipment, monitored home security alarms or monitored medical devices that use the Internet services as a communications pathway may also not function during network outages.
23. **Content provided by Cablevision.** We provide content as part of certain services, including programming packages and subscriptions, personal video recorder (PVR) services, pay-per-view (PPV) services and on-demand services à la carte programming and any other related service ("**Programming**"). Certain Programming, features or services (for example, PVR, PPV, and on-demand services) may not be available with our services or with some of your equipment (see **Section 29**).
24. **Pay-per-view and on-demand programming.** All sales of PPV or on-demand programming are final. If we are unable to provide any PPV or on-demand Programming that you have ordered, we will credit you the corresponding amount. To the extent permitted by applicable law, we are not responsible for cancelled events or failure to provide any PPV or on-demand programming. Certain PPV or on-demand programming may only be ordered if you also subscribe to other Programming. You must have continued subscription to our TV service to access PPV or on-demand Programming.
25. **Programming.** All Programming is provided on a "subject to availability" basis and is subject to change. Certain Programming, including sports events, may sometimes be "blacked out" in your area of reception for copyright or other reasons. Programming may also be discontinued by the Programming provider or subject to temporary interruption due to causes outside of our control (such as the weather or satellite failure). Any refund or credit for interruptions or unavailability is entirely at our discretion. We will not refund charges or credit you for any blackout period.
26. **Making changes to programming.** You may order new programming (and obtain information about applicable fees) or downgrade your programming by contacting Customer Service (see **Section 52** 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.
27. **Private use of Programming.** The right we provide you to receive and view the Programming is for your private viewing at the Service Address and on certain of your equipment (see **Section 29**). Other than this, you are not permitted to access, receive, listen to or view (or try to access, receive, listen to or view) any of the Programming outside of your private residence which you listed as your Service Address. You may not rebroadcast, copy, transmit or offer the programming in any form, and no admission may be charged or any other consideration received by or for your benefit from any third party in return for allowing such third party to listen to or view any programming provided by Cablevision. However, you may use PVRs or similar devices for the private, non-commercial recording of programming.
28. **Identifiers.** We may issue or assign to you certain unique identifiers for the services (for example, an IP address, email address, web space URL, host name, etc.). You do not own or acquire any right in any assigned identifier. We may change, withdraw or re-assign any email address or other identifier.

#### Equipment

29. **Equipment.** The services require certain equipment which, depending on the equipment, is either sold or rented by Cablevision, such as a receiver or modem-router ("**Cablevision equipment**" or "**our equipment**"), or belongs to you, such as a television, tablet or computer ("**your equipment**") (Cablevision equipment and your equipment being the "**equipment**"). Cablevision equipment obtained from a third party may be incompatible or refused by Cablevision
30. **Responsibility for the equipment.** You are responsible for the equipment and all associated risks. You must take reasonable care of our equipment and maintain it in good working condition following the manufacturer's recommendations ("**Good Condition**").
31. **Minimum technical requirements.** The equipment must meet our minimum technical requirements (see [cablevision.qc.ca](http://cablevision.qc.ca) in the "Internet System Requirements" tab in the "Internet Support" section) and be compatible with our equipment and the services. We may change the minimum requirements and our equipment, in which case you may need to update or replace the equipment.
32. **Software updates.** You agree to Cablevision installing, modifying or removing Cablevision (or other) software on your equipment, to the extent that such downloads are reasonably necessary for the continued efficient operation of the services. For example, without notice, we may update or upgrade, modify or remove the software to ensure that it remains compatible with and functions properly with any technological improvements made to the services. These installations, modifications, updates or removals may be required for you to continue to receive the services.
33. **Rented Cablevision equipment.** When our equipment is rented ("**rented equipment**"), it remains our property. In case of normal wear, the limited warranties in the user manuals do not apply to rented equipment. We may replace this equipment by equivalent new or refurbished equipment. See **Schedule B** for the rules imposed by the *Consumer Protection Act* for long-term equipment rental.

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- 34. Risks transfer.** The risk of loss, theft or damage passes to you on the earlier of: (a) your taking possession of the equipment; or (b) the completion of the installation by Cablevision of our equipment. You are responsible for replacing our equipment as a consequence of its loss, theft, destruction or damage.
- 35. Return of rented equipment.** You must follow our instructions regarding the return of rented equipment, which must be returned in Good Condition (reasonable and normal wear and tear excepted) within **15** days of: (a) the cancellation of the service or this Contract (by you or us); or (b) on our request. If you fail to return rented equipment in Good Condition within this time, we may charge you the equipment non-return fees as set out in the service details, plus applicable taxes. We may also, at our choice: (1) go to your Service Address to remove our equipment (in whole or in part), in which case you will have to obtain and grant, at your expense, all the required permits and authorizations; or (2) abandon and leave our equipment (in whole or in part) at your Service Address.

#### Installation and maintenance

- 36. Installation.** Our equipment must be installed at the Service Address by Cablevision or by you when we offer a self-installation option, in which case you must comply with our instructions. Otherwise, any other installation is at your risk. If you miss your installation appointment, we may charge you a missed appointment fee representing an estimate of our damages.
- 37. Access.** To allow us to install, maintain and repair our equipment and the services, you must provide us (including our third-party agents or contractors) access to the Service Address. If you are not the owner of the premises, you must obtain the authorization required to give us this access.
- 38. Your responsibility.** You are responsible for the condition of the existing wiring. Once installed, you must not use, modify or disturb our equipment or the inside wiring in a way that will harm the services. We may require repairs or modifications to provide you with the services. If these repairs or modifications are carried out by our technician, the price may vary based on their extent.

#### Warranties and liabilities

- 39. Service availability.** Although we make every effort to ensure the proper functioning of the services and equipment, in accordance with industry standards, it is impossible for us to guarantee that the services and equipment will be available and working at all times, without interruption, error or lag. If the service is unavailable, such as during an outage, Cablevision may apply a refund or credit depending on the circumstances.
- 40. Service warranty.** If you incur damages due to our fault, our liability is limited to the payment, on request, of a maximum amount of the greater of **\$20** or an amount equal to the service fees payable during any service outage. We will not be liable for failing to meet obligations due to causes beyond our reasonable control, including: (a) any law, order, regulation or direction of any government; (b) any work stoppage, labour disputes or strikes; (c) unlawful acts; (d) failure of the public power grid; (e) your failure to act in accordance with this Contract; (f) the act or omission of a third party, such as a telecommunications carrier whose network is used in establishing the connection to a point which Cablevision does not directly serve; or (g) acts of nature and all other force majeure events.
- 41. Warranty on equipment sold.** Cablevision offers a one (**1**) year warranty on parts and workmanship to any customer purchasing equipment from Cablevision. Purchased Cablevision equipment may be covered by a manufacturer's warranty. Please review any manufacturer's warranty to understand what protection it offers and how long it lasts.
- 42. Your liability for damages.** You must use the services in accordance with this Contract and take the appropriate reasonable measures, such as the security of your data and the equipment. You are responsible for damages you cause to us as well as to third parties.

#### Your personal information

- 43. Our commitment to the protection of your personal information.** You will find our commitment to privacy protection at the end of these terms of service. We protect your personal information in a manner consistent with our Privacy Policy, available at [cablevision.qc.ca/privacy](http://cablevision.qc.ca/privacy), and with applicable laws. By entering into this Contract, you agree that we may share your information with Bell Canada ("Bell") and other Bell companies as they exist over time, including: Bell Aliant, Bell Canada, Bell ExpressVu LP (Bell Satellite TV), Bell Media, Bell Mobility, Bell MTS, Virgin Mobile Canada, The Source, DMTS, KMTS, NorthernTel, Ontera, Solo Mobile, Télébec, Maskatel, Compagnie de téléphone de Saint-Victor, Téléphone Saint-Éphrem, Téléphone Upton and Xittel ("Our Companies").
- 44. Contact information for your account.** You are responsible for keeping the contact and payment information you provide to us (including name, mailing address, email address, Service Address, phone number and any authorized users) up to date. If this Contract is cancelled, you must provide us with forwarding information for final bills or correspondence if your new contact information is different from the information we have on file. Call us to confirm that the information we have on file is correct. If you do not provide a forwarding address, you may forfeit any outstanding credits or deposits on your account.
- 45. Service recommendations.** We use a number of ways to keep our customers informed about the products and services Our Companies provide. We recommend products and services to you based on your account information, eligibility and your needs and preferences as determined by your purchase and use of our products and services. We may also reach out to

inform you of ways to save, new product and service releases and other useful information using a variety of means, including by calling you. You can manage your communications preferences by calling our Customer Service department (see **Section 52**). You will continue to receive service-related messages even if you choose not to receive marketing communications.

#### **Suspension and end of Contract**

- 46. Suspension and cancellation of services by Cablevision.** We can suspend or cancel the services, in whole or in part, if you breach or fail to comply with any of your obligations, including if: (a) you fail to make your payments (except for disputed fees) or you are late paying any deferred amounts under any payment arrangements with Cablevision; (b) you (or any user, authorized or not) use or allow the services to be used in violation of the Responsible Use Policy; or (c) your use of the services is not consistent with your ordinary usage patterns. You are responsible for paying for the services even if they are suspended. If the reason for suspension has not been resolved within **14** days of the suspension date, we may cancel your services and recover our equipment. If you wish to resume your subscription to the services, you must pay any amounts owing and the applicable installation and activation fees. If applicable, we undertake to uphold the CRTC's Deposit and Disconnection Code and the Internet Code. If you are not in breach of your obligations, to cancel any service or this Contract, we will inform you in writing at least **60** days in advance, for example, if we stop offering a service to which you subscribe.
- 47. Cancellation by the Customer.** You can cancel one or all of your services at any time by calling our Customer Service department (see **Section 52**). The cancellation will take effect on the date of your request or at any other later date you request. You must then return any rented or borrowed equipment or pay the equipment non-return fees set out in the service details.
- 48. Survival of Contract.** The rights and obligations that survive the cancellation, due to their nature, shall remain in effect even after the cancellation of the service or the Contract. These rights and obligations include, but are not limited to, those described in the following sections: **Sections 11 to 17** (Fees and billing), **Section 30** (Responsibility for the equipment), **Sections 39 to 42** (Warranties and liabilities), **Sections 43 to 45** (Your personal information) and this **Section 48**.

#### **Contacting Cablevision**

- 49. Contract available in alternative formats.** You can request alternative formats and find more information about Cablevision accessibility services by calling our Customer Service department at 1-800-567-6353. To contact the Accessibility Services Centre using a TTY: 1 800 361-6476.
- 50. Internet and television trial periods for persons with disabilities.** If you (or a member of your household) are an Internet or television customer with a disability, you are entitled to a **30**-day trial period to determine if Cablevision's Internet and/or television services and related equipment meet your needs. For further information, please contact our Customer Service department (See **Section 52**).
- 51. Tools to help manage bills.** Through Cablevision online services, Cablevision provides tools to view your account balance, and more. Visit [cablevision.qc.ca](http://cablevision.qc.ca) to set up your online services account.
- 52. Questions for Customer Service.** For any question, contact our Customer Service department located at 45 Boulevard Hôtel de Ville Val-d'Or, QC, J9P 2M5, by phone at 1 800-567-6353 or by email at [courrier@cablevision.ca](mailto:courrier@cablevision.ca)
- 53. Complaints.** If you have a complaint that our Customer Service 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](mailto:response@ccts-cprst.ca). Website: [ccts-cprst.ca](http://ccts-cprst.ca).
- 54. More information about the Internet Code and the TVSP Code.** You can find information about the CRTC's Internet Code and TVSP Code at [rtc.gc.ca](http://rtc.gc.ca).

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## Commitment to Privacy

Our Companies<sup>(1)</sup> are committed to maintaining the privacy, accuracy and security of your personal information. Under our 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 laws 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 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 also 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 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 such as 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 these are service conditions. 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 [bell.ca/privacy](http://bell.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](http://bell.ca/privacy) for additional information. The [bell.ca/privacy](http://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](mailto:privacy@bell.ca).

(1) In this Commitment to Privacy, the words “we,” “us,” “our” and “Companies” refers to the Bell family of companies and brands as they exist over time, including: Bell Aliant, Bell Canada, 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, Télébec, Maskatel, Compagnie de téléphone de Saint-Victor, Téléphone Saint-Éphrem, Téléphone Upton and Xittel.

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## Schedule A Responsible Use of Services

Abuse or misuse of our services or our network impacts our customers and is something we take very seriously – **and which could result in the cancellation of this Contract (see Section 46) or lead to criminal or civil charges.** Remember that the services include the Cablevision equipment. Cablevision may modify, remove or disable the software used in your equipment so that your equipment no longer works or immediately suspend, restrict, change or cancel all or part of your services or take other necessary protective measures if we have reasonable grounds to believe there is a breach of any of these provisions (including by user, authorized or not). For example, you are prohibited from:

**a)** using, enabling, facilitating or permitting the use of any service for an illegal purpose, criminal or civil offence, intellectual property infringement, harassment (including disruptive, intimidating, annoying or offensive calls/transmissions) or in a manner that would breach any law, regulation or the policies of any Internet host or cause interference with Cablevision's network operations (including preventing a fair and proportionate use by others);

**b)** installing, using or permitting the use of any service without reading and accepting (or in contravention of) the terms of any separate licence agreement or terms of use provided to you by Cablevision for the use of software, content (including Programming) and/or documentation (as applicable) in connection with the services;

**c)** enabling, facilitating or permitting the transmission of unsolicited messages such as spamming or phishing. Cablevision may: (i) filter any email determined by Cablevision to be spam from your inbox to an anti-spam folder and delete this email; and (ii) set a limit on the number of messages a Customer may send or receive through email;

**d)** uploading or downloading, making available, transmitting, posting, publishing, disseminating, receiving, retrieving, storing, linking to or otherwise reproducing, offering, distributing, enabling or providing access to information, software, content, files or other material which: (i) is confidential or protected by copyright or other intellectual property rights without prior authorization of the rights holder(s); (ii) is defamatory, discriminatory, violent, obscene, child exploitation or hate propaganda; (iii) constitutes invasion of privacy, impersonation, forging, appropriation of identity or unauthorized linking or framing; or (iv) is designed to assist users in defeating technological protection measures (such as geoblocks, registration and any other anti-theft mechanisms) or in the fraudulent use of telecommunications or broadcasting services;

**e)** using any service for anything other than private, personal, family or household use (such as reselling, remarketing, transferring, sharing or receiving any charge or other benefit for the use of any service);

**f)** sharing any of your account or authentication credentials (for example, any username or password) that may be used to access any services with any person who is not currently a resident at your private residence which you listed as your Service Address;

**g)** attempting to receive any service without paying the applicable fees, modifying or disassembling our equipment, changing any identifier issued by Cablevision or a Bell company, attempting to bypass Cablevision's network or rearranging, disconnecting, removing, repairing or otherwise interfering with the services, our equipment or our facilities;

**h)** adapting, reproducing, translating, modifying, decompiling, disassembling, reverse engineering or otherwise interfering with any software, applications or programs used in connection with the services (whether owned by or used under licence by Cablevision) for any purpose, including "testing" or research purposes, or modifying, altering or defacing any of the trademarks or other intellectual property made available through the services or using any indemnity or intellectual property except for the express purpose for which such intellectual property is made available to you through the services;

**i)** posting or transmitting any information or software containing a virus, "cancelbot", "Trojan horse", "worm" or other harmful or disruptive component or committing any act which may compromise the security of your Internet host, Cablevision's network or any other Cablevision customer in any way (including analyzing or penetrating a host's security mechanisms); and

**j)** using harassing or abusive language or actions, whether verbal, written or otherwise, directed at Cablevision employees, suppliers, agents and representatives.

**Fair network access, efficient operation and the responsible use of Cablevision services.** Cablevision works hard to ensure fair network access to all users and the continuous, efficient operation of the Cablevision services. Cablevision may manage network resources using methods which include: (a) prioritization or deprioritization of network access; and (b) Internet traffic management practices such as allocation of bandwidth (which may impact speeds), filtering for spam and malicious or illicit content, anti-virus mechanisms or other measures to protect the integrity of the network (such as the blocking of your traffic or other traffic in the event of denial of service attacks), all in a manner consistent with applicable law. For a description of our Internet traffic management practices, please visit [cablevision.qc.ca/ITMP](http://cablevision.qc.ca/ITMP).

SEE OVERLEAF

**Schedule B**  
**Clause Required under the *Consumer Protection Act*.**  
**(Long-term Contract of Lease)**

The consumer has no right of ownership in the goods leased.

The merchant shall assume the risk of loss or deterioration by superior force of the goods forming the object of this Contract except where the consumer withholds the goods without right or, where such is the case, after ownership of the goods has been transferred to him by the merchant.

The consumer benefits from the same warranties respecting the leased goods as a consumer owning such goods.

Where the consumer is in default to perform his obligation in the manner prescribed in this Contract, the merchant 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, the merchant must give the consumer a notice in writing of **30** days, during which time the consumer may, as he chooses:

- a) remedy the fact that he is in default;
- b) return the goods to the merchant.

The consumer may also return the goods to the merchant at any time during the leasing period even if he has not received a notice of repossession.

If the consumer returns the goods to the merchant, the Contract is rescinded of right. In such a case, the merchant is not bound to return to the consumer the amount of the payments due he has already received, and he cannot claim any damages other than those actually resulting, directly and immediately, from the rescission of the Contract.

The merchant is bound to minimize his damages.

It is in the consumer's 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.

**Contract Entered Into in Person**

By signing here, you acknowledge that you have read the terms of the Contract and understand its scope.

\_\_\_\_\_

Customer

\_\_\_\_\_

Representing Cablevision du Nord de Québec Inc.

- End of Contract -