TERMS AND CONDITIONS

1. ACCEPTANCE OF THIS AGREEMENT
   1.1 Entire agreement. This telecommunications services agreement ("Agreement") consists of the section of the Agreement entitled Summary of Services and these Terms and Conditions.

   1.2 Acceptance. Unless otherwise stated in applicable laws, you are considered to have accepted this Agreement on the earliest of the following dates: (i) the date you receive a copy of these Terms and Conditions or (ii) the date you access or use the services. You understand and agree to be bound by this Agreement, now and for the future. You should not use the services if you do not accept this Agreement.

2. TERM
   2.1 Term. This Agreement is for an indefinite period, which means that the services are provided to you on an ongoing basis, month to month. The term of your services begins on the date you accept this Agreement.

3. YOUR PLAN
   3.1 Plan services. Each service that you subscribe to, as well as its specific terms and conditions, are listed in the Summary of Services. The Summary of Services depends on the plan you choose and the options you select, where applicable. The general terms and conditions that apply to the services are set forth in these Terms and Conditions.

   3.2 Additional services. You may periodically purchase, add or use additional services or options that are not included in your plan (e.g., change in the speed of your plan, long-distance calling, call forwarding, etc.). The rules for adding, withdrawing and modifying additional services are as follows:

       3.2.1 Changes to an internet plan: permitted once every 90 days. For any additional changes to an internet plan, a $10 fee (plus applicable taxes (GST/QST)) shall apply;

       3.2.2 Adding channels: permitted at all times;

       3.2.3 Removal of channels: permitted once every 36 days;

       3.2.4 Changing the selection of channels: permitted once per billing cycle;

       3.2.5 Adding a TV receiver (rental): permitted at all times;

       3.2.6 Withdrawal of TV receiver (rental): permitted only after 60 days of use;

       3.2.7 Withdrawal of telephone services: permitted only after 30 days of use.

   3.3 Installation services. When you subscribe to certain residential services, we can install the authorized Oxio Equipment (defined in paragraph 6.1). If your plan contains installation services, such services will be listed in the Summary of Services. These installation services may be necessary to connect your residence to our network or to the network of an oxio service provider partner by connecting authorized Oxio Equipment to your residence’s equipment and outlets (e.g., wall sockets, cables, wires, etc.). This service only covers surface work and excludes inner wall wiring work.

   We are not responsible for installation problems caused by unauthorized equipment.

   Technical support services. Your plan includes online technical support services available through our website. You’ll find the information you need to set up all of your services yourself in the FAQ section.

4. PRICE
   4.1 Price. The price for each service mentioned above is as follows:

       4.1.1 The monthly price of each service you subscribe to is listed in the Summary of Services;

       4.1.2 The price of additional services or options is the price indicated on our website or on the purchasing platform at the time such additional services or options are purchased, added or used;

       4.1.3 The price of installation services is indicated in the Summary of Services;

       4.1.4 The technical support services are provided free of charge.

5. BILLING AND PAYMENT
   5.1 Billing. Your services are invoiced in advance on a monthly basis. You must pay all fees due upon receipt of your invoice using the payment method you choose.

   First month. The first monthly payment will be debited from your account at the time of purchase of your plan on our website using the method you choose.

   Second month. The second monthly payment will be charged between 28 and 35 days following the installation or receipt date of the Oxio Equipment, depending on whether installation is required or not. For example, if your installation took place on March 1st, you can expect to receive the second month’s invoice between March 29th and April 5th.

   Third month and subsequent invoices. The third monthly payment and any subsequent monthly payment will be billed monthly within seven days of the installation or receipt date of the Oxio Equipment, depending on whether installation is required or not. For example, if your installation took place on March 1st, you can expect to receive the third month’s invoice and any subsequent invoices between the 1st and the 8th day of each month.

   Default or delay in payment. If we have not received your payment within 21 days of the invoice date, you will be charged interest on the balance due from the invoice date, at an interest rate of 2% per month (24% per annum). We may also interrupt your service as provided in paragraph 16.4.

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5.6 **Additional fees.** We may charge you an additional fee to offset administrative, processing or service costs related to your account (e.g., expenses incurred for recovering unpaid amounts or returned payments, or for suspension, disconnection or reactivation of services). The following fees may apply:

5.6.1 Reactivation fee for an account suspended for non-payment: *$35;*

5.6.2 Insufficient funds, returned payment or automatic debit refusal: *$12.

*Applicable taxes not included (GST/QST)*

5.7 **Long distance.** As soon as you enter into a residential telephone agreement with us, our long-distance rates apply. The duration of a call is rounded up to the next minute from the first second onwards. Our current long-distance rate list is available on our website at [https://aide.oxio.ca/en/article/do-home-phoneservices-include-long-distance-and-international-calls](https://aide.oxio.ca/en/article/do-home-phoneservices-include-long-distance-and-international-calls).

6. **OXIO EQUIPMENT**

6.1 **Authorized Oxio Equipment.** Only equipment that is loaned, rented or sold to you by oxio is authorized for use (the "**Oxio Equipment**"). The Oxio Equipment is loaned by oxio and cannot be purchased, with the exception of the TV receiver, which is the only piece of equipment that can be rented or purchased.

6.2 **Warranty for loaned equipment.** For normal wear and tear of the loaned Oxio Equipment, we are responsible for maintaining such Oxio Equipment, repairing it or replacing it with new or refurbished equipment with comparable functionality.

6.3 **Warranty for purchased equipment.** When we sell you Oxio Equipment, such Oxio Equipment is guaranteed by the manufacturer for parts and labour for one (1) year from the date the equipment is activated or installed. If the purchased Oxio Equipment is defective due to a manufacturing defect, you must notify us before the end of the warranty period to be entitled to the manufacturer’s warranty. The manufacturer’s warranty does not apply if the equipment is broken or rendered defective due to an accident, force majeure, authorized modification, misuse or neglect.

6.4 **Loan period.** The loan period for the loaned Oxio Equipment begins on the date you receive the loaned Oxio Equipment and ends on the date the Agreement ends, or on the date you return the loaned Oxio Equipment to oxio. The loaned Oxio Equipment must be returned to us within 30 days of the end of the loan period.

6.5 **Reimbursement.** You must reimburse oxio for any loaned Oxio Equipment that is not returned within the expected time frame, or is damaged, lost, stolen, inaccessible or broken, except in the case of force majeure. The value of the Oxio Equipment is as follows and excludes all applicable taxes:

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Model</th>
<th>Amount to be Reimbursed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hitron Modem</td>
<td>CDA3-35</td>
<td>*$65.00</td>
</tr>
<tr>
<td>Hitron Modem</td>
<td>CDA-RES</td>
<td>*$75.00</td>
</tr>
<tr>
<td>Hitron Modem</td>
<td>CODA-45</td>
<td>*$100.00</td>
</tr>
<tr>
<td>Arris Modem</td>
<td>T822G</td>
<td>*$40.00</td>
</tr>
<tr>
<td>Eero</td>
<td>6</td>
<td>*$150.00</td>
</tr>
<tr>
<td>Motorola Modem</td>
<td>SB6121</td>
<td>*$40.00</td>
</tr>
<tr>
<td>Technicolor Modem</td>
<td>TC4400</td>
<td>*$150.00</td>
</tr>
<tr>
<td>Smart Router</td>
<td>RG SR516ac</td>
<td>*$100.00</td>
</tr>
<tr>
<td>Smart Router</td>
<td>RG SR616ac</td>
<td>*$100.00</td>
</tr>
<tr>
<td>Smart Router</td>
<td>RG SR400ac</td>
<td>*$130.00</td>
</tr>
<tr>
<td>Smart Router</td>
<td>RG SR905acv</td>
<td>*$140.00</td>
</tr>
<tr>
<td>Smart Satellite</td>
<td>RG SE80ac</td>
<td>*$110.00</td>
</tr>
<tr>
<td>Oxio TV Receiver</td>
<td>N/A</td>
<td>*$100.00</td>
</tr>
<tr>
<td>Remote Control</td>
<td>N/A</td>
<td>*$20.00</td>
</tr>
</tbody>
</table>

*Applicable taxes not included (GST/QST)*

All accessories included with the loaned Oxio Equipment (e.g., power supply, cables, remote controls, etc.) must also be returned within the expected time frame. If an accessory is not returned, you will be charged for the full amount of the associated Oxio Equipment.

6.6 **Unauthorized equipment.** Any equipment that has not been sold, rented or loaned by oxio is unauthorized and is excluded from this Agreement (e.g., your own equipment). We do not provide any guarantees with respect to unauthorized equipment and therefore you assume the risks associated with the use of such equipment.

The reasons why we do not assume responsibility for unauthorized equipment include the following:

6.6.1 unauthorized equipment may be incompatible with services provided by oxio for technical reasons;

6.6.2 unauthorized equipment may not meet generally accepted safety standards;

6.6.3 unauthorized equipment could be damaged when it is plugged into or disconnected from Oxio Equipment;

6.6.4 the use of unauthorized equipment could result in higher data consumption and additional fees.

**Damage caused by unauthorized equipment.** You are responsible for any damages you may cause to oxio or any oxio service provider partner due to the use of unauthorized equipment.
7. SITUATIONS THAT COULD AFFECT THE SERVICES

7.1 Limitation of warranty. We cannot guarantee that the services we provide will never be interrupted, unavailable, inaccessibile, slowed down, unstable or limited. Paragraph 7.2 lists operational problems for which we cannot be held responsible (including for indirect, special, punitive damages and loss of income or profits that you may suffer).

7.2 Interruption or temporary slowdown of services. In situations beyond our control, such as:

7.2.1 limitations inherent to our network or the network of an oxio service provider partner or delays and other limitations in the transmission of data and files caused by factors beyond our control or that of an oxio service provider partner;

7.2.2 failure of equipment or facilities owned by third parties that affects our network or the network of an oxio service provider partner (e.g., a power outage);

7.2.3 the misconduct or fault of a third party that affects our network or the network of an oxio service provider partner;

7.2.4 the time required to transfer a connection from our network to the network of an oxio service provider partner;

7.2.5 an order by the police or other law enforcement agency that requires us to interrupt your services. A fee to restore services could apply in such a case;

7.2.6 service interruptions or slowdowns resulting from maintenance work required to maintain and improve the performance of our network or the network of an oxio service provider partner (e.g., modifications, updates and relocation or repairing of equipment);

7.2.7 to avoid internet network congestion when your oxio modem sends a significant amount of data, we may temporarily slow down your upload speed depending on your type of internet access. As soon as the risk of congestion is alleviated, your speed will be restored.

7.3 Credit for interruption or unavailability of a service. You are entitled to a credit calculated in accordance with paragraph 7.4 if a service is interrupted or unavailable for at least 48 consecutive hours. You must request such credit in writing within 15 days of the end of the interruption. You are not entitled to any further compensation.

7.4 Credit calculation. The amount credited is calculated in proportion to the duration of the interruption as follows:

\[
\text{Monthly price of services} \times \frac{\text{Number of days included in the billing period}}{\text{Number of days of interruption}}
\]

7.5 Exclusions. You are not entitled to any credit if the interruption is caused by any of the following events:

7.5.1 a work stoppage;

7.5.2 an act of vandalism;

7.5.3 an order from the police or other law enforcement agency that requires us to interrupt your services;

7.5.4 any other case of force majeure or any circumstances beyond our control or control of an oxio service provider partner.

7.6 911 emergency service interruption. 911 emergency service may be temporarily interrupted or unavailable for the following reasons:

7.6.1 due to a temporary interruption or slowdown described in paragraph 7.2;

7.6.2 if you use unauthorized equipment;

7.6.3 if you modify or alter equipment or software connected to our network or to the network of an oxio service provider partner, including its configuration, which is contrary to your obligations;

7.6.4 if there is a failure, fault or problem caused by equipment or facilities owned by a third party.

7.7 Credit for 911 emergency service interruption. If the interruption or unavailability of the 911 emergency service is our fault and you suffer damages stemming from such unavailability or interruption, you will be entitled to a credit equal to the greater of (i) $20 and (ii) three times the amount of credit to which you are entitled during a service interruption of 48 hours or more pursuant to paragraph 7.4. You are not entitled to any further compensation.

7.8 Changes to TV content. We have no control over channels, programs or other content offered by television networks or entertainment content providers. We are therefore not responsible for the quality of this content. We are also not liable if these networks or providers modify or remove content. We also have no control over any schedule changes that may occur at any time. For this reason, our timetable may not always be updated in time and we cannot be held responsible for it. If a channel in your plan is changed or withdrawn, you have the right and responsibility to replace it with another channel available in your subscription.

8. OBLIGATIONS RELATED TO DATA PROTECTION

8.1 Data protection. You are responsible for taking appropriate measures to protect your data, privacy, internet access and equipment (e.g., by using passwords or other measures to control access to equipment, by making backup copies of all your data and installing data protection software, etc.). We do not guarantee the security of your data, files, privacy, internet access and equipment.

The foregoing safeguards will help you avoid the following problems:

8.1.1 the corruption, interception, loss or destruction of data by intrusion or otherwise;
8.1.2 damages caused by viewing, downloading or otherwise using content via the services;
8.1.3 damages resulting from a software configuration change or computer virus;
8.1.4 lost programs, data or other information that had been backed up or stored on equipment.

9. EQUIPMENT-RELATED OBLIGATIONS

9.1 Responsibility for equipment. You assume all risks associated with the use of unauthorized equipment and those associated with the use of Oxio Equipment, even when used by someone other than yourself (including the costs and damages associated therewith). Except in the case of force majeure, you are responsible if the Oxio Equipment is lost, stolen, broken, destroyed or damaged beyond normal wear and tear, as provided in paragraph 6.5.

9.2 Minimum configurations. You must comply with the equipment’s minimum configurations, including all minimum software and program configurations, to avoid security vulnerabilities that may affect the oxio network or the network of an oxio service provider partner (e.g., by updating your internet search browser when an update is offered).

9.3 Return of equipment. You must return the Oxio Equipment to us as soon as possible when the Agreement terminates. If you do not return the equipment, you must reimburse us as described in paragraph 6.5.

9.4 Use of Equipment. You must meet to following usage requirements:

9.4.1 do not use Oxio Equipment at an address other than where services are meant to be provided;
9.4.2 protect and secure Oxio Equipment and use it with care, caution and diligence;
9.4.3 do not modify or alter any equipment or software connected to our network or the network of an oxio service provider partner, including the configuration thereof;
9.4.4 do not give or otherwise transfer the Oxio Equipment without our permission;
9.4.5 comply with all applicable regulations and other oxio policies or requirements;
9.4.6 do not use Oxio Equipment or allow Oxio Equipment to be used illegally or improperly (e.g., if the use of the services is unreasonable or disproportionately, so as to jeopardize the services and/or our network or that of an oxio service provider partner, if it harms us or if it harms anyone else).

10. COMMITMENT REGARDING ACCESS TO YOUR RESIDENCE

10.1 Access to your residence. You agree to allow us to access your residence or any other place where services are or will be provided, during our regular opening hours, to allow us to:

10.1.1 install, inspect, repair or maintain any equipment connected to our network or that of an oxio service provider partner;
10.1.2 fix an outage or other problem affecting the network;
10.1.3 ensure that your commitments or obligations are met.

10.2 Permission to enter. Our representative must obtain your permission before entering your residence, unless there is an emergency or if a judge has authorized our representative in writing to enter without your permission. At your request, our representative will show you the ID card that we have issued to them.

11. COMMITMENT REGARDING THE USE OF SERVICES

11.1 Responsibility of use. You assume all risks associated with the use of services, even when they are used by someone other than yourself (including the costs and damages that such use can cause).

11.2 Personal use. You must use the services and content for your personal purposes only and not for commercial purposes or in the context of running a business. You must not resell or offer services to others, with or without consideration. In connection with the foregoing prohibition of use, some features (including some incoming TCP and UDP ports) normally associated with commercial use may be blocked on Oxio Equipment. You do not have to share your passwords. You may modify, rent, lend, sell or distribute any content that you have accessed through the services or create derivative works based on such content.

11.3 Prohibited uses. You must not use or allow services (whether unlimited or not) to be used illegally or abusively, in which case the terms of paragraph 16.5 may apply. For example, you are not allowed to:

11.3.1 use services (whether unlimited or not) unreasonably or disproportionately, so as to jeopardize the services, our network or the network of an oxio service provider partner (including hosting a TOR node, gateway or relay or any other superimposed computer network), or using services in a manner that harms us or any other person (including by preventing fair and proportionate use of the network by others);
11.3.2 use or facilitate the use of the services for an unlawful purpose, for the purpose of a criminal or civil offence or intellectual property infringement, for harassment purposes (including disruptive, intimidating, unwelcome or offensive messages, posts or calls), or in a manner that violates applicable laws, regulations or the internet host’s policies;
11.3.3 allow or facilitate the transmission of unsolicited messages such as spam or phishing;
11.3.4 download, upload, make available, transmit, post, publish, broadcast, receive, retrieve, store or link or otherwise reproduce, offer, distribute, provide access to or make accessible
information, software, records or other content that: (i) is confidential or protected by copyright or other intellectual property rights, without prior approval from the owner of such rights; (ii) is defamatory, discriminatory, violent or obscene, contains child pornography or hateful propaganda; or (iii) constitutes an invasion of privacy, falsification, impersonation or any other act of this kind;

11.3.5 use the services for purposes other than for private, personal, family or domestic use (for example, by reselling, marketing, transferring, sharing or receiving fees or other benefits in consideration of an internet service);

11.3.6 attempt to receive services without paying applicable fees, modify or disassemble Oxio Equipment, attempt to bypass the oxio network or the network of an oxio service provider partner or restructure, unplug, remove, repair or otherwise disrupt services or Oxio Equipment;

11.3.7 adapt, reproduce, translate, modify, decompile, disassemble, reverse engineer or otherwise disrupt software, applications or programs used in relation to services (which are owned or licensed by oxio) for any other purpose, including testing or research; or modify, alter or mask trademarks or other intellectual property that you have access to through the services, or use any compensation or intellectual property other than for the express purposes for which you have access to that intellectual property as part of the services;

11.3.8 display or transmit any information or software containing a virus, cancelbot, trojan horse, worm or other destructive or disruptive component, or act in a way that compromises the security of your internet host in any way (including analyzing or penetrating a host’s security mechanisms);

11.3.9 direct comments or actions toward our employees, suppliers, agents or representatives that constitute harassment or abuse, regardless of the form.

11.4 Monitoring usage. We may monitor your use of the services and our network or that of our service provider partners, or conduct investigations with respect to such matters, including bandwidth consumption and its impact on the operation and efficiency of the network and services.

12. CLAIMS

12.1 Third-party claims. A person may sue us or seek compensation for a reason related to the way you use services, equipment, telephone numbers or identification codes. It could also be for a reason related to a fault or act of misconduct you committed, or a breach of your obligations hereunder. A person could similarly pursue legal action against our affiliated entities and our partners, or demand compensation from them. Even if such person’s claim seems to you to be unfounded, you agree to:

12.1.1 take charge of the situation, including any negotiations;

12.1.2 defend our interests, and those of our affiliated entities and partners;

12.1.3 compensate us and our affiliated entities and partners for any damages incurred and any costs, including legal fees and court expenses;

12.1.4 permit us to participate and intervene in a lawsuit, at our expense, and choose our own legal counsel. Our affiliated entities and our partners have the same right.

13. NON-COMPLIANCE

13.1 Interruption of services. If you do not comply with the obligations hereunder, we may discontinue your services or terminate this Agreement as stipulated in paragraph 16.5.

13.2 Compensation. If we suffer damages, you must compensate us (including for indirect, special, punitive, loss of income or profits). If you suffer such damages, we are not responsible.

13.3 No access. We may prohibit you from accessing another oxio customer’s account at any time.

14. MANAGING PHONE NUMBERS AND UNIQUE IDENTIFIERS

14.1 Unique identifiers. The unique identifiers (including phone numbers, IP addresses, usernames, passwords, personal identification numbers (PINs), etc.) assigned to you do not belong to you.

14.2 Modification or withdrawal. We cannot guarantee that unique identifiers will never be modified or removed. If this is the case, we will notify you of the situation, but we cannot be held responsible for any damages you may suffer (e.g., if a service is interrupted because you have not complied with an obligation under this Agreement and the unique identifiers change when you reactivate the service).

14.3 Change of phone number. As for telephone numbers, they can only be changed if we have reasonable grounds to do so (e.g., if a police or other law enforcement official or a government agency requires it) and we are not liable for any damage you may suffer in such case. However, we must inform you in advance, within a reasonable time and in writing, of the reason and date of the change. If a phone number needs to be changed urgently, we can inform you verbally and then confirm in writing that the change has been made. If a telephone number is to be changed without reasonable cause, we
have full discretion to refuse the change or accept it, subject to prerequisite conditions, including the payment of administrative fees.

15. PERSONAL INFORMATION MANAGEMENT

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

15.1.1 your name and contact information (e.g., address, phone numbers, email addresses);

15.1.2 your credit information;

15.1.3 your date of birth, gender and marital status;

15.1.4 any other information that allows us to identify you, as described in our privacy policy available on our website.

15.2 Sources of information. We may collect the foregoing information from you or from other individuals and organizations, if you consent to it or if applicable laws allow us to do so. You agree to provide us with accurate and complete information, and to notify us of any changes during the term of your Agreement (e.g., if you move, change your email address, etc.).

15.3 Credit check. At the time of entering into this Agreement, you authorize us to obtain the personal information necessary to verify whether you represent a financial risk from financial institutions and other relevant agencies. You also allow us to provide them with any personal information required for this purpose. You may allow us to repeat such credit checks to periodically monitor the financial risk you represent throughout the term of this Agreement. Finally, you can authorize people acting on our behalf to obtain and transmit such information for the same purpose. You can withdraw your consent at any time by contacting us.

15.4 Use of information. You give us the right to collect, use and retain your personal information for the following purposes:

15.4.1 to establish, develop and maintain a business relationship with you;

15.4.2 to know your interests, needs, expectations and preferences in order to enrich our line of products and services, and to offer you new ones;

15.4.3 to detect and prevent possible fraud or illegal use of our products and services;

15.4.4 to invoice you for the products and services you have requested, provide you with those products and services, and collect payment therefor;

15.4.5 to assess whether you represent a financial risk before entering into an agreement with you, and to periodically monitor such risk for the duration of the Agreement, as provided in paragraph 15.3;

15.4.6 to engage in commercial or philanthropic prospecting by including your name, address and phone number on our list of clients, and share this list with our affiliated entities for the same purpose. You can always request that your personal information be removed from this list by contacting our customer service;

15.4.7 to comply with applicable laws and regulations. We are committed to using your personal information within the limits of the law and retaining it only if it is necessary or useful for any of the reasons mentioned above. We are also committed to ensuring the confidentiality of your personal information through security measures tailored to the sensitivity of that information.

15.5 Disclosure of information. Your personal information is confidential. We must therefore obtain your express consent before we share such information with anyone. Your consent will be considered given if you provide us with:

15.5.1 written consent;

15.5.2 electronic confirmation over the internet or by dialing a toll-free number;

15.5.3 verbal confirmation, if an audio recording is kept by us or by an independent third party;

15.5.4 any other type of consent substantiated by reliable documentary evidence that you or another person objectively create.

15.6 Exceptions to consent. We do not have to obtain your consent if your information is already publicly available, or if a court requires that your information be shared with a third party. We also do not have to obtain your consent if a law or regulation allows or requires us to disclose your information to third parties without your consent. Without limiting the generality of the foregoing, we may disclose your information to the following third parties without your consent:

15.6.1 a person who is your agent or whom we consider to be your agent based on a reasonable analysis of the circumstances;

15.6.2 our agent whose mandate is to obtain payment of the amounts you owe us. Your information must be necessary to fulfill this mandate and the agent must commit to using your information solely for that purpose;

15.6.3 a provider of telecommunication services or information technology, such as networks, software, storage and data management systems. Your information must be necessary to enable us to provide the services. The provider must commit to using your information solely for this purpose and ensure its confidentiality;

15.6.4 a service provider rendering services related to telephony or telephone directories. Your information must be required to provide such services. The provider must commit to using your information solely for this purpose and ensure its confidentiality;

15.6.5 an oxio affiliated entity that provides you with telecommunication services. Your information
must be required to provide such services. The affiliated entity must commit to using your information solely for this purpose and ensure its confidentiality;

15.6.6 an organization or person who has the authority to compel us to disclose your personal information. Your information must be requested in the course of their duties;

15.6.7 an agency that has a statutory responsibility to prevent, detect or repress crime or violations of the law. Your information must be necessary for the prosecution of an offence and be requested in the course of such organization’s duties;

15.6.8 a public authority or its agent who deems itself to be in an emergency alert situation. Your information must be necessary to avoid or minimize an imminent threat to a person’s life, health or safety.

15.7 Partners outside of Canada. When we use the services of third parties based outside of Canada to provide services to you, we require that these third parties maintain the confidentiality and security of your personal information in accordance with the standards set out in the Personal Information Protection and Electronic Documents Act (Canada), including through agreements in which they undertake to do so. However, when your information is stored or processed outside of Canada, it is subject to foreign laws that may, despite our agreements, allow your information to be shared with the authorities of such country.

15.8 Access to information. You can request access to your personal information at any time, in writing. We must make such personal information available to you no later than 30 days after receiving your request. Any request or complaint about your personal information should be made in writing and sent to the Privacy Officer at 125 Boulevard Charest East, 2nd floor, Quebec (QC) G1K 3G5.

16. MANAGING YOUR PLAN AND SERVICES

16.1 Changing your plan. You can change your monthly plan up to 48 hours before the end of your payment cycle. The changes will take effect as of the next payment cycle. Please note that:

16.1.1 you will only be able to change your plan for terms offered in plans available at that time, and your old plan may no longer be available or may no longer be offered on the same terms thereafter;

16.1.2 some discounts or promotions may no longer apply as a result of the change (e.g., some services or options that were included in your old plan may be billed with your new plan or no longer available);

16.1.3 in the case of a data transfer, such data will take the attributes of your new plan.

16.2 Your right to terminate this Agreement. You can terminate your Agreement by filling out a request form on our website at any time.

16.3 Prorated refund. When you cancel one or more of the services included in your plan during a payment cycle, you will receive a prorated refund of the monthly fee paid for such services at the beginning of the payment cycle based on the number of days remaining in such payment cycle. Notwithstanding the foregoing, the refund obligations set forth in this paragraph 16.3 exclude any additional services and installation services, where applicable.

16.4 Modifications to the Agreement. At any time, we may change your Agreement, including the price and nature of the services offered. We must notify you of any change at least 30 days before it comes into effect by way of a notice that deals only with such subject. This notice should clearly and legibly state:

16.4.1 the information added to your Agreement, or the amended clause with its original version;

16.4.2 the effective date of the amendment;

16.4.3 any other information that is required by law or regulations.

If the amendment increases the scope of your obligations or reduces our obligations, you can opt out of this amendment and terminate your Agreement at no cost. In any case, you remain responsible for paying the price of the services provided until the day the Agreement has ended. No other statement (written or verbal) can change this Agreement.

16.5 Our right to terminate this Agreement. Before terminating your Agreement, we must inform you at least 60 days in advance. If we terminate your Agreement or interrupt your services because you have not complied with any one of your obligations under this Agreement (e.g., if you do not pay the amounts due to us on time), you will be informed 14 days in advance (this period may also be shorter if we suspect that your use of the services is non-compliant with our policies or applicable legislation).

You will not receive any notice of termination of the Agreement in the following cases:

16.5.1 if we must take immediate action to protect our network or that of our service provider partners;

16.5.2 if services or equipment are misused or fraudulently used, including our customer service;

16.5.3 if services or equipment are used in a manner contrary to applicable legislation or the rules imposed by the Canada Radio-Television Telecommunications Commission.

16.6 Severability. If any part of this Agreement becomes outdated, unlawful or unenforceable, the other parts continue to apply. Keep in mind that even if we decide not to apply a provision of this Agreement for a certain period of time, such provision remains valid and we can apply it thereafter.

16.7 Agreement in English. You are receiving this Agreement in English because you have requested it.
17. **TRANSFER OF THE AGREEMENT**

17.1 **Transfer.** We may transfer or assign part or all of this Agreement (including rights to accounts payable by you) at any time, without notice and without your consent. You cannot transfer or assign this Agreement, your account, the services we provide or the Oxio Equipment without first obtaining our written consent, which consent will be subject to compliance with certain prerequisite conditions, including a satisfactory credit check of the transfer recipient/assignee.

18. **DISSATISFACTION AND COMPLAINTS**

18.1 **Resources.** If for any reason you were not fully satisfied with our services, you can contact our technical support service at any time. For information on our complaint procedure, please visit our website. If you are dissatisfied with the proposed agreement, you can contact the Commission for Complaints for Telecom-Television Services at [www.ccts-cprst.ca](http://www.ccts-cprst.ca).
1. **ACCEPTANCE OF THIS AGREEMENT**

1.1 **Entire agreement.** This telecommunications services agreement ("Agreement") consists of the section of the Agreement entitled *Summary of Services* and these *Terms and Conditions.*

1.2 **Acceptance.** Unless otherwise stated in applicable laws, you are considered to have accepted this Agreement on the earliest of the following dates: (i) the date you receive a copy of these *Terms and Conditions* or (ii) the date you access or use the services. You understand and agree to be bound by this Agreement, now and for the future. You should not use the services if you do not accept this Agreement.

2. **TERM**

2.1 **Term.** This Agreement is for an indefinite period, which means that the services are provided to you on an ongoing basis, month to month. The term of your services begins on the date you accept this Agreement.

3. **YOUR PLAN**

3.1 **Plan services.** Each service that you subscribe to, as well as its specific terms and conditions, are listed in the *Summary of Services.* The *Summary of Services* depends on the plan you choose and the options you select, where applicable. The general terms and conditions that apply to the services are set forth in these *Terms and Conditions.*

3.2 **Additional services.** You may periodically purchase, add or use additional services or options that are not included in your plan (e.g., change in the speed of your plan, long-distance calling, call forwarding, etc.). The rules for adding, withdrawing and modifying additional services are as follows:

3.2.1 Changes to an internet plan: permitted once every 90 days. For any additional changes to an internet plan, a $10 fee (plus applicable taxes (HST)) shall apply;

3.2.2 Adding channels: permitted at all times;

3.2.3 Removal of channels: permitted once every 36 days;

3.2.4 Changing the selection of channels: permitted once per billing cycle;

3.2.5 Adding a TV receiver (rental): permitted at all times;

3.2.6 Withdrawal of TV receiver (rental): permitted only after 60 days of use;

3.2.7 Withdrawal of telephone services: permitted only after 30 days of use.

3.3 **Installation services.** When you subscribe to certain residential services, we can install the authorized Oxio Equipment (defined in paragraph 6.1). If your plan contains installation services, such services will be listed in the *Summary of Services.* These installation services may be necessary to connect your residence to our network or to the network of an oxio service provider partner by connecting authorized Oxio Equipment to your residence’s equipment and outlets (e.g., wall sockets, cables, wires, etc.). This service only covers surface work and excludes inner wall wiring work.

We are not responsible for installation problems caused by unauthorized equipment.

**Technical support services.** Your plan includes online technical support services available through our website. You’ll find the information you need to set up all of your services yourself in the FAQ section.

4. **PRICE**

4.1 **Price.** The price for each service mentioned above is as follows:

4.1.1 The monthly price of each service you subscribe to is listed in the *Summary of Services*;

4.1.2 The price of additional services or options is the price indicated on our website or on the purchasing platform at the time such additional services or options are purchased, added or used;

4.1.3 The price of installation services is indicated in the *Summary of Services*;

4.1.4 The technical support services are provided free of charge.

5. **BILLING AND PAYMENT**

5.1 **Billing.** Your services are invoiced in advance on a monthly basis. You must pay all fees due upon receipt of your invoice using the payment method you choose.

5.2 **First month.** The first monthly payment will be debited from your account at the time of purchase of your plan on our website using the method you choose.

5.3 **Second month.** The second monthly payment will be charged between 28 and 35 days following the installation or receipt date of the Oxio Equipment, depending on whether installation is required or not. For example, if your installation took place on March 1st, you can expect to receive the second month’s invoice between March 29th and April 5th.

5.4 **Third month and subsequent invoices.** The third monthly payment and any subsequent monthly payment will be billed monthly within seven days of the installation or receipt date of the Oxio Equipment, depending on whether installation is required or not. For example, if your installation took place on March 1st, you can expect to receive the third month’s invoice and any subsequent invoices between the 1st and the 8th day of each month.

5.5 **Default or delay in payment.** If we have not received your payment within 21 days of the invoice date, you will be charged interest on the balance due from the invoice date, at an interest rate of 2% per month (24% per annum). We may also interrupt your service as provided in paragraph 16.4.

5.6 **Additional fees.** We may charge you an additional fee to offset administrative, processing or service costs.
related to your account (e.g., expenses incurred for recovering unpaid amounts or returned payments, or for suspension, disconnection or reactivation of services). The following fees may apply:

5.6.1 Reactivation fee for an account suspended for non-payment: *$35;
5.6.2 Insufficient funds, returned payment or automatic debit refusal: *$12.

*Applicable taxes not included (HST)

5.7 **Long distance.** As soon as you enter into a residential telephone agreement with us, our long-distance rates apply. The duration of a call is rounded up to the next minute from the first second onwards. Our current long-distance rate list is available on our website at https://aide.oxio.ca/en/article/dohome-phoneservices-include-long-distance-and-international-calls-1ko2jue/.

6. **OXIO EQUIPMENT**

6.1 **Authorized Oxio Equipment.** Only equipment that is loaned, rented or sold to you by oxio is authorized for use (the "Oxio Equipment"). The Oxio Equipment is loaned by oxio and cannot be purchased, with the exception of the TV receiver, which is the only piece of equipment that can be rented or purchased.

6.2 **Warranty for loaned equipment.** For normal wear and tear of the loaned Oxio Equipment, we are responsible for maintaining such Oxio Equipment, repairing it or replacing it with new or refurbished equipment with comparable functionality.

6.3 **Warranty for purchased equipment.** When we sell you Oxio Equipment, such Oxio Equipment is guaranteed by the manufacturer for parts and labour for one (1) year from the date the equipment is activated or installed. If the purchased Oxio Equipment is defective due to a manufacturing defect, you must notify us before the end of the warranty period to be entitled to the manufacturer’s warranty. The manufacturer’s warranty does not apply if the equipment is broken or rendered defective due to an accident, force majeure, authorized modification, misuse or neglect.

6.4 **Loan period.** The loan period for the loaned Oxio Equipment begins on the date you receive the loaned Oxio Equipment and ends on the date the Agreement ends, or on the date you return the loaned Oxio Equipment to oxio. The loaned Oxio Equipment must be returned to us within 30 days of the end of the loan period.

6.5 **Reimbursement.** You must reimburse oxio for any loaned Oxio Equipment that is not returned within the expected time frame, or that is damaged, lost, stolen, inaccessible or broken, except in the case of force majeure. The value of the Oxio Equipment is as follows and excludes all applicable taxes:

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Model</th>
<th>Amount to be Reimbursed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hitron Modem</td>
<td>CDA-35</td>
<td>$65.00</td>
</tr>
<tr>
<td>Hitron Modem</td>
<td>CDA-RES</td>
<td>$75.00</td>
</tr>
<tr>
<td>Hitron Modem</td>
<td>CODA-45</td>
<td>$100.00</td>
</tr>
<tr>
<td>Arris Modem</td>
<td>T822G</td>
<td>$40.00</td>
</tr>
<tr>
<td>Eero</td>
<td>6</td>
<td>$150.00</td>
</tr>
<tr>
<td>Motorola Modem</td>
<td>SB6121</td>
<td>$40.00</td>
</tr>
<tr>
<td>Technicolor Modem</td>
<td>TC4400</td>
<td>$150.00</td>
</tr>
<tr>
<td>Smart Router</td>
<td>RG SR516ac</td>
<td>$100.00</td>
</tr>
<tr>
<td>Smart Router</td>
<td>RG SR616ac</td>
<td>$100.00</td>
</tr>
<tr>
<td>Smart Router</td>
<td>RG SR400ac</td>
<td>$130.00</td>
</tr>
<tr>
<td>Smart Router</td>
<td>RG SR905acv</td>
<td>$140.00</td>
</tr>
<tr>
<td>Smart Satellite</td>
<td>RG SE80acv</td>
<td>$110.00</td>
</tr>
<tr>
<td>Oxio TV Receiver</td>
<td>N/A</td>
<td>$100.00</td>
</tr>
<tr>
<td>Remote Control</td>
<td>N/A</td>
<td>$20.00</td>
</tr>
</tbody>
</table>

*Applicable taxes not included (HST)

All accessories included with the loaned Oxio Equipment (e.g., power supply, cables, remote controls, etc.) must also be returned within the expected time frame. If an accessory is not returned, you will be charged for the full amount of the associated Oxio Equipment.

6.6 **Unauthorized equipment.** Any equipment that has not been sold, rented or loaned by oxio is unauthorized and is excluded from this Agreement (e.g., your own equipment). We do not provide any guarantees with respect to unauthorized equipment and therefore you assume the risks associated with the use of such equipment.

The reasons why we do not assume responsibility for unauthorized equipment include the following:

6.6.1 unauthorized equipment may be incompatible with services provided by oxio for technical reasons;
6.6.2 unauthorized equipment may not meet generally accepted safety standards;
6.6.3 unauthorized equipment could be damaged when it is plugged into or disconnected from Oxio Equipment;
6.6.4 the use of unauthorized equipment could result in higher data consumption and additional fees.

6.7 **Damage caused by unauthorized equipment.** You are responsible for any damages you may cause to oxio or any oxio service provider partner due to the use of unauthorized equipment.
7. SITUATIONS THAT COULD AFFECT THE SERVICES

7.1 Limitation of warranty. We cannot guarantee that the services we provide will never be interrupted, unavailable, inaccessible, slowed down, unstable or limited. Paragraph 7.2 lists operational problems for which we cannot be held responsible (including for indirect, special, punitive damages and loss of income or profits that you may suffer).

7.2 Interruption or temporary slowdown of services. In situations beyond our control, such as:

7.2.1 limitations inherent to our network or the network of an oxio service provider partner or delays and other limitations in the transmission of data and files caused by factors beyond our control or that of an oxio service provider partner;

7.2.2 failure of equipment or facilities owned by third parties that affects our network or the network of an oxio service provider partner (e.g., a power outage);

7.2.3 the misconduct or fault of a third party that affects our network or the network of an oxio service provider partner;

7.2.4 the time required to transfer a connection from our network to the network of an oxio service provider partner;

7.2.5 an order by the police or other law enforcement agency that requires us to interrupt your services. A fee to restore services could apply in such a case;

7.2.6 service interruptions or slowdowns resulting from maintenance work required to maintain and improve the performance of our network or the network of an oxio service provider partner (e.g., modifications, updates and relocation or repairing of equipment);

7.2.7 to avoid internet network congestion when your oxio modem sends a significant amount of data, we may temporarily slow down your upload speed depending on your type of internet access. As soon as the risk of congestion is alleviated, your speed will be restored.

7.3 Credit for interruption or unavailability of a service. You are entitled to a credit calculated in accordance with paragraph 7.4 if a service is interrupted or unavailable for at least 48 consecutive hours. You must request such credit in writing within 15 days of the end of the interruption. You are not entitled to any further compensation.

7.4 Credit calculation. The amount credited is calculated in proportion to the duration of the interruption as follows:

\[
\text{Monthly price of services} \times \frac{\text{Number of days included in the billing period}}{\text{Number of days of interruption}}
\]

7.5 Exclusions. You are not entitled to any credit if the interruption is caused by any of the following events:

7.5.1 a work stoppage;

7.5.2 an act of vandalism;

7.5.3 an order from the police or other law enforcement agency that requires us to interrupt your services;

7.5.4 any other case of force majeure or any circumstances beyond our control or control of an oxio service provider partner.

7.6 911 emergency service interruption. 911 emergency service may be temporarily interrupted or unavailable for the following reasons:

7.6.1 due to a temporary interruption or slowdown described in paragraph 7.2;

7.6.2 if you use unauthorized equipment;

7.6.3 if you modify or alter equipment or software connected to our network or to the network of an oxio service provider partner, including its configuration, which is contrary to your obligations;

7.6.4 if there is a failure, fault or problem caused by equipment or facilities owned by a third party.

7.7 Credit for 911 emergency service interruption. If the interruption or unavailability of the 911 emergency service is our fault and you suffer damages stemming from such unavailability or interruption, you will be entitled to a credit equal to the greater of (i) $20 and (ii) three times the amount of credit to which you are entitled during a service interruption of 48 hours or more pursuant to paragraph 7.4. You are not entitled to any further compensation.

7.8 Changes to TV content. We have no control over channels, programs or other content offered by television networks or entertainment content providers. We are therefore not responsible for the quality of this content. We are also not liable if these networks or providers modify or remove content. We also have no control over any schedule changes that may occur at any time. For this reason, our timetable may not always be updated in time and we cannot be held responsible for it. If a channel in your plan is changed or withdrawn, you have the right and responsibility to replace it with another channel available in your subscription.

8. OBLIGATIONS RELATED TO DATA PROTECTION

8.1 Data protection. You are responsible for taking appropriate measures to protect your data, privacy, internet access and equipment (e.g., by using passwords or other measures to control access to equipment, by making backup copies of all your data and installing data protection software, etc.). We do not guarantee the security of your data, files, privacy, internet access and equipment.

The foregoing safeguards will help you avoid the following problems:

8.1.1 the corruption, interception, loss or destruction of data by intrusion or otherwise;
8.1.2 damages caused by viewing, downloading or otherwise using content via the services;
8.1.3 damages resulting from a software configuration change or computer virus;
8.1.4 lost programs, data or other information that had been backed up or stored on equipment.

9. EQUIPMENT-RELATED OBLIGATIONS

9.1 Responsibility for equipment. You assume all risks associated with the use of unauthorized equipment and those associated with the use of Oxio Equipment, even when used by someone other than yourself (including the costs and damages associated therewith). Except in the case of force majeure, you are responsible if the Oxio Equipment is lost, stolen, broken, destroyed or damaged beyond normal wear and tear, as provided in paragraph 6.5.

9.2 Minimum configurations. You must comply with the equipment’s minimum configurations, including all minimum software and program configurations, to avoid security vulnerabilities that may affect the oxio network or the network of an oxio service provider partner (e.g., by updating your internet search browser when an update is offered).

9.3 Return of equipment. You must return the Oxio Equipment to us as soon as possible when the Agreement terminates. If you do not return the equipment, you must reimburse us as described in paragraph 6.5.

9.4 Use of Equipment. You must meet to following usage requirements:

9.4.1 do not use Oxio Equipment at an address other than where services are meant to be provided;
9.4.2 protect and secure Oxio Equipment and use it with care, caution and diligence;
9.4.3 do not modify or alter any equipment or software connected to our network or the network of an oxio service provider partner, including the configuration thereof;
9.4.4 do not give or otherwise transfer the Oxio Equipment without our permission;
9.4.5 comply with all applicable regulations and other oxio policies or requirements;
9.4.6 do not use Oxio Equipment or allow Oxio Equipment to be used illegally or improperly (e.g., if the use of the services is unreasonable or disproportionately, if it jeopardizes the services and/or our network or that of an oxio service provider partner, if it harms us or if it harms anyone else).

10. COMMITMENT REGARDING ACCESS TO YOUR RESIDENCE

10.1 Access to your residence. You agree to allow us to access your residence or any other place where services are or will be provided, during our regular opening hours, to allow us to:

10.1.1 install, inspect, repair or maintain any equipment connected to our network or that of an oxio service provider partner;
10.1.2 fix an outage or other problem affecting the network;
10.1.3 ensure that your commitments or obligations are met.

10.2 Permission to enter. Our representative must obtain your permission before entering your residence, unless there is an emergency or if a judge has authorized our representative in writing to enter without your permission. At your request, our representative will show you the ID card that we have issued to them.

11. COMMITMENT REGARDING THE USE OF SERVICES

11.1 Responsibility of use. You assume all risks associated with the use of services, even when they are used by someone other than yourself (including the costs and damages that such use can cause).

11.2 Personal use. You must use the services and content for your personal purposes only and not for commercial purposes or in the context of running a business. You must not resell or offer services to others, with or without consideration. In connection with the foregoing prohibition of use, some features (including some incoming TCP and UDP ports) normally associated with commercial use may be blocked on Oxio Equipment. You do not have to share your passwords. You may modify, rent, lend, sell or distribute any content that you have accessed through the services or create derivative works based on such content.

11.3 Prohibited uses. You must not use or allow services (whether unlimited or not) to be used illegally or abusively, in which case the terms of paragraph 16.5 may apply. For example, you are not allowed to:

11.3.1 use services (whether unlimited or not) unreasonably or disproportionately, so as to jeopardize the services, our network or the network of an oxio service provider partner (including hosting a TOR node, gateway or relay or any other superimposed computer network), or using services in a manner that harms us or any other person (including by preventing fair and proportionate use of the network by others);
11.3.2 use or facilitate the use of the services for an unlawful purpose, for the purpose of a criminal or civil offence or intellectual property infringement, for harassment purposes (including disruptive, intimidating, unwelcome or offensive messages, posts or calls), or in a manner that violates applicable laws, regulations or the internet host’s policies;
11.3.3 allow or facilitate the transmission of unsolicited messages such as spam or phishing;
11.3.4 download, upload, make available, transmit, post, publish, broadcast, receive, retrieve, store or link or otherwise reproduce, offer, distribute, provide access to or make accessible
information, software, records or other content that: (i) is confidential or protected by copyright or other intellectual property rights, without prior approval from the owner of such rights; (ii) is defamatory, discriminatory, violent or obscene, contains child pornography or hateful propaganda; or (iii) constitutes an invasion of privacy, falsification, impersonation or any other act of this kind;

11.5 use the services for purposes other than for private, personal, family or domestic use (for example, by reselling, marketing, transferring, sharing or receiving fees or other benefits in consideration of an internet service);

11.6 attempt to receive services without paying applicable fees, modify or disassemble Oxio Equipment, attempt to bypass the oxio network or the network of an oxio service provider partner or restructure, unplug, remove, repair or otherwise disrupt services or Oxio Equipment;

11.7 adapt, reproduce, translate, modify, decompile, disassemble, reverse engineer or otherwise disrupt software, applications or programs used in relation to services (which are owned or licensed by oxio) for any other purpose, including testing or research; or modify, alter or mask trademarks or other intellectual property that you have access to through the services, or use any compensation or intellectual property other than for the express purposes for which you have access to that intellectual property as part of the services;

11.8 display or transmit any information or software containing a virus, cancelbot, trojan horse, worm or other destructive or disruptive component, or act in a way that compromises the security of your internet host in any way (including analyzing or penetrating a host’s security mechanisms);

11.9 direct comments or actions toward our employees, suppliers, agents or representatives that constitute harassment or abuse, regardless of the form.

11.4 Monitoring usage. We may monitor your use of the services and our network or that of our service provider partners, or conduct investigations with respect to such matters, including bandwidth consumption and its impact on the operation and efficiency of the network and services.

12. CLAIMS

12.1 Third-party claims. A person may sue us or seek compensation for a reason related to the way you use services, equipment, telephone numbers or identification codes. It could also be for a reason related to a fault or act of misconduct you committed, or a breach of your obligations hereunder. A person could similarly pursue legal action against our affiliated entities and our partners, or demand compensation from them. Even if such person’s claim seems to you to be unfounded, you agree to:

12.1.1 take charge of the situation, including any negotiations;

12.1.2 defend our interests, and those of our affiliated entities and partners;

12.1.3 compensate us and our affiliated entities and partners for any damages incurred and any costs, including legal fees and court expenses;

12.1.4 permit us to participate and intervene in a lawsuit, at our expense, and choose our own legal counsel. Our affiliated entities and our partners have the same right.

13. NON-COMPLIANCE

13.1 Interruption of services. If you do not comply with the obligations hereunder, we may discontinue your services or terminate this Agreement as stipulated in paragraph 16.5.

13.2 Compensation. If we suffer damages, you must compensate us (including for indirect, special, punitive, loss of income or profits). If you suffer such damages, we are not responsible.

13.3 No access. We may prohibit you from accessing another oxio customer’s account at any time.

14. MANAGING PHONE NUMBERS AND UNIQUE IDENTIFIERS

14.1 Unique identifiers. The unique identifiers (including phone numbers, IP addresses, usernames, passwords, personal identification numbers (PINs), etc.) assigned to you do not belong to you.

14.2 Modification or withdrawal. We cannot guarantee that unique identifiers will never be modified or removed. If this is the case, we will notify you of the situation, but we cannot be held responsible for any damages you may suffer (e.g., if a service is interrupted because you have not complied with an obligation under this Agreement and the unique identifiers change when you reactivate the service).

14.3 Change of phone number. As for telephone numbers, they can only be changed if we have reasonable grounds to do so (e.g., if a police or other law enforcement official or a government agency requires it) and we are not liable for any damage you may suffer in such case. However, we must inform you in advance, within a reasonable time and in writing, of the reason and date of the change. If a phone number needs to be changed urgently, we can inform you verbally and then confirm in writing that the change has been made. If a telephone number is to be changed without reasonable cause, we
15. PERSONAL INFORMATION MANAGEMENT

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

15.1.1 your name and contact information (e.g., address, phone numbers, email addresses);
15.1.2 your credit information;
15.1.3 your date of birth, gender and marital status;
15.1.4 any other information that allows us to identify you, as described in our privacy policy available on our website.

15.2 Sources of information. We may collect the foregoing information from you or from other individuals and organizations, if you consent to it or if applicable laws allow us to do so. You agree to provide us with accurate and complete information, and to notify us of any changes during the term of your Agreement (e.g., if you move, change your email address, etc.).

15.3 Credit check. At the time of entering into this Agreement, you authorize us to obtain the personal information necessary to verify whether you represent a financial risk from financial institutions and other relevant agencies. You also allow us to provide them with any personal information required for this purpose. You may allow us to repeat such credit checks to periodically monitor the financial risk you represent throughout the term of this Agreement. Finally, you can authorize people acting on our behalf to obtain and transmit such information for the same purpose. You can withdraw your consent at any time by contacting us.

15.4 Use of information. You give us the right to collect, use and retain your personal information for the following purposes:

15.4.1 to establish, develop and maintain a business relationship with you;
15.4.2 to know your interests, needs, expectations and preferences in order to enrich our line of products and services, and to offer you new ones;
15.4.3 to detect and prevent possible fraud or illegal use of our products and services;
15.4.4 to invoice you for the products and services you have requested, provide you with those products and services, and collect payment therefor;
15.4.5 to assess whether you represent a financial risk before entering into an agreement with you, and to periodically monitor such risk for the duration of the Agreement, as provided in paragraph 15.3;
15.4.6 to engage in commercial or philanthropic prospecting by including your name, address and phone number on our list of clients, and share this list with our affiliated entities for the same purpose. You can always request that your personal information be removed from this list by contacting our customer service;
15.4.7 to comply with applicable laws and regulations. We are committed to using your personal information within the limits of the law and retaining it only if it is necessary or useful for any of the reasons mentioned above. We are also committed to ensuring the confidentiality of your personal information through security measures tailored to the sensitivity of that information.

15.5 Disclosure of information. Your personal information is confidential. We must therefore obtain your express consent before we share such information with anyone. Your consent will be considered given if you provide us with:

15.5.1 written consent;
15.5.2 electronic confirmation over the internet or by dialing a toll-free number;
15.5.3 verbal confirmation, if an audio recording is kept by us or by an independent third party;
15.5.4 any other type of consent substantiated by reliable documentary evidence that you or another person objectively create.

15.6 Exceptions to consent. We do not have to obtain your consent if your information is already publicly available, or if a court requires that your information be shared with a third party. We also do not have to obtain your consent if a law or regulation allows or requires us to disclose your information to third parties without your consent. Without limiting the generality of the foregoing, we may disclose your information to the following third parties without your consent:

15.6.1 a person who is your agent or whom we consider to be your agent based on a reasonable analysis of the circumstances;
15.6.2 our agent whose mandate is to obtain payment of the amounts you owe us. Your information must be necessary to fulfill this mandate and the agent must commit to using your information solely for that purpose;
15.6.3 a provider of telecommunication services or information technology, such as networks, software, storage and data management systems. Your information must be necessary to enable us to provide the services. The provider must commit to using your information solely for this purpose and ensure its confidentiality;
15.6.4 a service provider rendering services related to telephony or telephone directories. Your information must be required to provide such services. The provider must commit to using your information solely for this purpose and ensure its confidentiality;
15.6.5 an oxio affiliated entity that provides you with telecommunication services. Your information
must be required to provide such services. The affiliated entity must commit to using your information solely for this purpose and ensure its confidentiality;

15.6.6 an organization or person who has the authority to compel us to disclose your personal information. Your information must be requested in the course of their duties;

15.6.7 an agency that has a statutory responsibility to prevent, detect or repress crime or violations of the law. Your information must be necessary for the prosecution of an offence and be requested in the course of such organization’s duties;

15.6.8 a public authority or its agent who deems itself to be in an emergency alert situation. Your information must be necessary to avoid or minimize an imminent threat to a person’s life, health or safety.

15.7 Partners outside of Canada. When we use the services of third parties based outside of Canada to provide services to you, we require that these third parties maintain the confidentiality and security of your personal information in accordance with the standards set out in the Personal Information Protection and Electronic Documents Act (Canada), including through agreements in which they undertake to do so. However, when your information is stored or processed outside of Canada, it is subject to foreign laws that may, despite our efforts to maintain the confidentiality and security of your personal information, be requested in the course of their duties.

15.8 Access to information. You can request access to your personal information at any time, in writing. We must make such personal information available to you no later than 30 days after receiving your request. Any request or complaint about your personal information should be made in writing and sent to the Privacy Officer at 125 Boulevard Charest East, 2nd floor, Quebec (QC) G1K 3G5.

16. MANAGING YOUR PLAN AND SERVICES

16.1 Changing your plan. You can change your monthly plan up to 48 hours before the end of your payment cycle. The changes will take effect as of the next payment cycle. Please note that:

16.1.1 you will only be able to change your plan for terms offered in plans available at that time, and your old plan may no longer be available or may no longer be offered on the same terms thereafter;

16.1.2 some discounts or promotions may no longer apply as a result of the change (e.g., some services or options that were included in your old plan may be billed with your new plan or no longer available);

16.1.3 in the case of a data transfer, such data will take the attributes of your new plan.

16.2 Your right to terminate this Agreement. You can terminate your Agreement by filling out a request form on our website at any time.

16.3 Prorated refund. When you cancel one or more of the services included in your plan during a payment cycle, you will receive a prorated refund of the monthly fee paid for such services at the beginning of the payment cycle based on the number of days remaining in such payment cycle. Notwithstanding the foregoing, the refund obligations set forth in this paragraph 16.3 exclude any additional services and installation services, where applicable.

16.4 Modifications to the Agreement. At any time, we may change your Agreement, including the price and nature of the services offered. We must notify you of any change at least 30 days before it comes into effect by way of a notice that deals only with such subject. This notice should clearly and legibly state:

16.4.1 the information added to your Agreement, or the amended clause with its original version;

16.4.2 the effective date of the amendment;

16.4.3 any other information that is required by law or regulations.

If the amendment increases the scope of your obligations or reduces our obligations, you can opt out of this amendment and terminate your Agreement at no cost. In any case, you remain responsible for paying the price of the services provided until the day the Agreement has ended. No other statement (written or verbal) can change this Agreement.

16.5 Our right to terminate this Agreement. Before terminating your Agreement, we must inform you at least 60 days in advance. If we terminate your Agreement or interrupt your services because you have not complied with any one of your obligations under this Agreement (e.g., if you do not pay the amounts due to us on time), you will be informed 14 days in advance (this period may also be shorter if we suspect that your use of the services is non-compliant with our policies or applicable legislation).

You will not receive any notice of termination of the Agreement in the following cases:

16.5.1 if we must take immediate action to protect our network or that of our service provider partners;

16.5.2 if services or equipment are misused or fraudulently used, including our customer service;

16.5.3 if services or equipment are used in a manner contrary to applicable legislation or the rules imposed by the Canada Radio-Television Telecommunications Commission.

16.6 Severability. If any part of this Agreement becomes outdated, unlawful or unenforceable, the other parts continue to apply. Keep in mind that even if we decide not to apply a provision of this Agreement for a certain period of time, such provision remains valid and we can apply it thereafter.

16.7 Agreement in English. You are receiving this Agreement in English because you have requested it. Vous recevez cette entente en anglais car vous en avez fait la
17. TRANSFER OF THE AGREEMENT

17.1 Transfer. We may transfer or assign part or all of this Agreement (including rights to accounts payable by you) at any time, without notice and without your consent. You cannot transfer or assign this Agreement, your account, the services we provide or the Oxio Equipment without first obtaining our written consent, which consent will be subject to compliance with certain prerequisite conditions, including a satisfactory credit check of the transfer recipient/assignee.

18. DISSATISFACTION AND COMPLAINTS

18.1 Resources. If for any reason you were not fully satisfied with our services, you can contact our technical support service at any time. For information on our complaint procedure, please visit our website. If you are dissatisfied with the proposed agreement, you can contact the Commission for Complaints for Telecom-Television Services at www.ccts-cprst.ca.
TERMS AND CONDITIONS

1. ACCEPTANCE OF THIS AGREEMENT

1.1 Entire agreement. This telecommunications services agreement ("Agreement") consists of the section of the Agreement entitled Summary of Services and these Terms and Conditions.

1.2 Acceptance. Unless otherwise stated in applicable laws, you are considered to have accepted this Agreement on the earliest of the following dates: (i) the date you receive a copy of these Terms and Conditions or (ii) the date you access or use the services. You understand and agree to be bound by this Agreement, now and for the future. You should not use the services if you do not accept this Agreement.

2. TERM

2.1 Term. This Agreement is for an indefinite period, which means that the services are provided to you on an ongoing basis, month to month. The term of your services begins on the date you accept this Agreement.

3. YOUR PLAN

3.1 Plan services. Each service that you subscribe to, as well as its specific terms and conditions, are listed in the Summary of Services. The Summary of Services depends on the plan you choose and the options you select, where applicable. The general terms and conditions that apply to the services are set forth in these Terms and Conditions.

3.2 Additional services. You may periodically purchase, add or use additional services or options that are not included in your plan (e.g., change in the speed of your plan, long-distance calling, call forwarding, etc.). The rules for adding, withdrawing and modifying additional services are as follows:

3.2.1 Changes to an internet plan: permitted once every 90 days. For any additional changes to an internet plan, a $10 fee (plus applicable taxes (GST + PST)) shall apply;

3.2.2 Adding channels: permitted at all times;

3.2.3 Removal of channels: permitted once every 36 days;

3.2.4 Changing the selection of channels: permitted once per billing cycle;

3.2.5 Adding a TV receiver (rental): permitted at all times;

3.2.6 Withdrawal of TV receiver (rental): permitted only after 60 days of use;

3.2.7 Withdrawal of telephone services: permitted only after 30 days of use.

3.3 Installation services. When you subscribe to certain residential services, we can install the authorized Oxio Equipment (defined in paragraph 6.1). If your plan contains installation services, such services will be listed in the Summary of Services. These installation services may be necessary to connect your residence to our network or to the network of an oxio service provider partner by connecting authorized Oxio Equipment to your residence’s equipment and outlets (e.g., wall sockets, cables, wires, etc.). This service only covers surface work and excludes inner wall wiring work.

We are not responsible for installation problems caused by unauthorized equipment.

3.4 Technical support services. Your plan includes online technical support services available through our website. You’ll find the information you need to set up all of your services yourself in the FAQ section.

4. PRICE

4.1 Price. The price for each service mentioned above is as follows:

4.1.1 The monthly price of each service you subscribe to is listed in the Summary of Services;

4.1.2 The price of additional services or options is the price indicated on our website or on the purchasing platform at the time such additional services or options are purchased, added or used;

4.1.3 The price of installation services is indicated in the Summary of Services;

4.1.4 The technical support services are provided free of charge.

5. BILLING AND PAYMENT

5.1 Billing. Your services are invoiced in advance on a monthly basis. You must pay all fees due upon receipt of your invoice using the payment method you choose.

5.2 First month. The first monthly payment will be debited from your account at the time of purchase of your plan on our website using the method you choose.

5.3 Second month. The second monthly payment will be charged between 28 and 35 days following the installation or receipt date of the Oxio Equipment, depending on whether installation is required or not. For example, if your installation took place on March 1st, you can expect to receive the second month’s invoice between March 29th and April 5th.

5.4 Third month and subsequent invoices. The third monthly payment and any subsequent monthly payment will be billed monthly within seven days of the installation or receipt date of the Oxio Equipment, depending on whether installation is required or not. For example, if your installation took place on March 1st, you can expect to receive the third month’s invoice and any subsequent invoices between the 1st and the 8th day of each month.

5.5 Default or delay in payment. If we have not received your payment within 21 days of the invoice date, you will be charged interest on the balance due from the invoice date, at an interest rate of 2% per month (24% per annum). We may also interrupt your service as provided in paragraph 16.4.

5.6 Additional fees. We may charge you an additional fee to offset administrative, processing or service costs.
related to your account (e.g., expenses incurred for recovering unpaid amounts or returned payments, or for suspension, disconnection or reactivation of services). The following fees may apply:

5.6.1 Reactivation fee for an account suspended for non-payment: *$35;
5.6.2 Insufficient funds, returned payment or automatic debit refusal: *$12.

*Applicable taxes not included (GST + PST)

5.7 Long distance. As soon as you enter into a residential telephone agreement with us, our long-distance rates apply. The duration of a call is rounded up to the next minute from the first second onwards. Our current long-distance rate list is available on our website at https://aide.oxio.ca/en/article/do-home-phone-services-include-long-distance-and-international-calls-1ko2jue/.

6. **OXIO EQUIPMENT**

6.1 Authorized Oxio Equipment. Only equipment that is loaned, rented or sold to you by oxio is authorized for use (the "Oxio Equipment"). The Oxio Equipment is loaned by oxio and cannot be purchased, with the exception of the TV receiver, which is the only piece of equipment that can be rented or purchased.

6.2 Warranty for loaned equipment. For normal wear and tear of the loaned Oxio Equipment, we are responsible for maintaining such Oxio Equipment, repairing it or replacing it with new or refurbished equipment with comparable functionality.

6.3 Warranty for purchased equipment. When we sell you Oxio Equipment, such Oxio Equipment is guaranteed by the manufacturer for parts and labour for one (1) year from the date the equipment is activated or installed. If the purchased Oxio Equipment is defective due to a manufacturing defect, you must notify us before the end of the warranty period to be entitled to the manufacturer’s warranty. The manufacturer’s warranty does not apply if the equipment is broken or rendered defective due to an accident, force majeure, authorized modification, misuse or neglect.

6.4 Loan period. The loan period for the loaned Oxio Equipment begins on the date you receive the loaned Oxio Equipment and ends on the date the Agreement ends, or on the date you return the loaned Oxio Equipment to oxio. The loaned Oxio Equipment must be returned to us within 30 days of the end of the loan period.

6.5 Reimbursement. You must reimburse oxio for any loaned Oxio Equipment that is not returned within the expected time frame, or that is damaged, lost, inaccessible or broken, except in the case of force majeure. The value of the Oxio Equipment is as follows and excludes all applicable taxes:

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Model</th>
<th>Amount to be Reimbursed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hitron Modem</td>
<td>CDA-35</td>
<td>*$65.00</td>
</tr>
<tr>
<td>Hitron Modem</td>
<td>CDA-RES</td>
<td>*$75.00</td>
</tr>
<tr>
<td>Hitron Modem</td>
<td>CODA-45</td>
<td>*$100.00</td>
</tr>
<tr>
<td>Arris Modem</td>
<td>T822G</td>
<td>*$40.00</td>
</tr>
<tr>
<td>Eero</td>
<td>6</td>
<td>*$150.00</td>
</tr>
<tr>
<td>Motorola Modem</td>
<td>SB6121</td>
<td>*$40.00</td>
</tr>
<tr>
<td>Technicolor Modem</td>
<td>TC4400</td>
<td>*$150.00</td>
</tr>
<tr>
<td>Smart Router</td>
<td>RG SR516ac</td>
<td>*$100.00</td>
</tr>
<tr>
<td>Smart Router</td>
<td>RG SR616ac</td>
<td>*$100.00</td>
</tr>
<tr>
<td>Smart Router</td>
<td>RG SR400ac</td>
<td>*$130.00</td>
</tr>
<tr>
<td>Smart Router</td>
<td>RG SR905acv</td>
<td>*$140.00</td>
</tr>
<tr>
<td>Smart Satellite</td>
<td>RG SE80ac</td>
<td>*$110.00</td>
</tr>
<tr>
<td>Oxio TV Receiver</td>
<td>N/A</td>
<td>*$100.00</td>
</tr>
<tr>
<td>Remote Control</td>
<td>N/A</td>
<td>*$20.00</td>
</tr>
</tbody>
</table>

*Applicable taxes not included (GST + PST)

All accessories included with the loaned Oxio Equipment (e.g., power supply, cables, remote controls, etc.) must also be returned within the expected time frame. If an accessory is not returned, you will be charged for the full amount of the associated Oxio Equipment.

6.6 Unauthorized equipment. Any equipment that has not been sold, rented or loaned by oxio is unauthorized and is excluded from this Agreement (e.g., your own equipment). We do not provide any guarantees with respect to unauthorized equipment and therefore you assume the risks associated with the use of such equipment.

The reasons why we do not assume responsibility for unauthorized equipment include the following:

6.6.1 unauthorized equipment may be incompatible with services provided by oxio for technical reasons;
6.6.2 unauthorized equipment may not meet generally accepted safety standards;
6.6.3 unauthorized equipment could be damaged when it is plugged into or disconnected from Oxio Equipment;
6.6.4 the use of unauthorized equipment could result in higher data consumption and additional fees.

6.7 Damage caused by unauthorized equipment. You are responsible for any damages you may cause to oxio or any oxio service provider partner due to the use of unauthorized equipment.
7. SITUATIONS THAT COULD AFFECT THE SERVICES

7.1 Limitation of warranty. We cannot guarantee that the services we provide will never be interrupted, unavailable, inaccessible, slowed down, unstable or limited. Paragraph 7.2 lists operational problems for which we cannot be held responsible (including for indirect, special, punitive damages and loss of income or profits that you may suffer).

7.2 Interruption or temporary slowdown of services. In situations beyond our control, such as:

7.2.1 limitations inherent to our network or the network of an oxio service provider partner or delays and other limitations in the transmission of data and files caused by factors beyond our control or that of an oxio service provider partner;

7.2.2 failure of equipment or facilities owned by third parties that affects our network or the network of an oxio service provider partner (e.g., a power outage);

7.2.3 the misconduct or fault of a third party that affects our network or the network of an oxio service provider partner;

7.2.4 the time required to transfer a connection from our network to the network of an oxio service provider partner;

7.2.5 an order by the police or other law enforcement agency that requires us to interrupt your services. A fee to restore services could apply in such a case;

7.2.6 service interruptions or slowdowns resulting from maintenance work required to maintain and improve the performance of our network or the network of an oxio service provider partner (e.g., modifications, updates and relocation or repairing of equipment);

7.2.7 to avoid internet network congestion when your oxio modem sends a significant amount of data, we may temporarily slow down your upload speed depending on your type of internet access. As soon as the risk of congestion is alleviated, your speed will be restored.

7.3 Credit for interruption or unavailability of a service. You are entitled to a credit calculated in accordance with paragraph 7.4 if a service is interrupted or unavailable for at least 48 consecutive hours. You must request such credit in writing within 15 days of the end of the interruption. You are not entitled to any further compensation.

7.4 Credit calculation. The amount credited is calculated in proportion to the duration of the interruption as follows:

\[
\text{Monthly price of services} \times \frac{\text{Number of days included in the billing period}}{\text{Number of days of interruption}}
\]

7.5 Exclusions. You are not entitled to any credit if the interruption is caused by any of the following events:

7.5.1 a work stoppage;

7.5.2 an act of vandalism;

7.5.3 an order from the police or other law enforcement agency that requires us to interrupt your services;

7.5.4 any other case of force majeure or any circumstances beyond our control or control of an oxio service provider partner.

7.6 911 emergency service interruption. 911 emergency service may be temporarily interrupted or unavailable for the following reasons:

7.6.1 due to a temporary interruption or slowdown described in paragraph 7.2;

7.6.2 if you use unauthorized equipment;

7.6.3 if you modify or alter equipment or software connected to our network or to the network of an oxio service provider partner, including its configuration, which is contrary to your obligations;

7.6.4 if there is a failure, fault or problem caused by equipment or facilities owned by a third party.

7.7 Credit for 911 emergency service interruption. If the interruption or unavailability of the 911 emergency service is our fault and you suffer damages stemming from such unavailability or interruption, you will be entitled to a credit equal to the greater of (i) $20 and (ii) three times the amount of credit to which you are entitled during a service interruption of 48 hours or more pursuant to paragraph 7.4. You are not entitled to any further compensation.

7.8 Changes to TV content. We have no control over channels, programs or other content offered by television networks or entertainment content providers. We are therefore not responsible for the quality of this content. We are also not liable if these networks or providers modify or remove content. We also have no control over any schedule changes that may occur at any time. For this reason, our timetable may not always be updated in time and we cannot be held responsible for it. If a channel in your plan is changed or withdrawn, you have the right and responsibility to replace it with another channel available in your subscription.

8. OBLIGATIONS RELATED TO DATA PROTECTION

8.1 Data protection. You are responsible for taking appropriate measures to protect your data, privacy, internet access and equipment (e.g., by using passwords or other measures to control access to equipment, by making backup copies of all your data and installing data protection software, etc.). We do not guarantee the security of your data, files, privacy, internet access and equipment.

The foregoing safeguards will help you avoid the following problems:

8.1.1 the corruption, interception, loss or destruction of data by intrusion or otherwise;
8.1.2 damages caused by viewing, downloading or otherwise using content via the services;
8.1.3 damages resulting from a software configuration change or computer virus;
8.1.4 lost programs, data or other information that had been backed up or stored on equipment.

9. EQUIPMENT-RELATED OBLIGATIONS

9.1 Responsibility for equipment. You assume all risks associated with the use of unauthorized equipment and those associated with the use of Oxio Equipment, even when used by someone other than yourself (including the costs and damages associated therewith). Except in the case of force majeure, you are responsible if the Oxio Equipment is lost, stolen, broken, destroyed or damaged beyond normal wear and tear, as provided in paragraph 6.5.

9.2 Minimum configurations. You must comply with the equipment’s minimum configurations, including all minimum software and program configurations, to avoid security vulnerabilities that may affect the oxio network or the network of an oxio service provider partner (e.g., by updating your internet search browser when an update is offered).

9.3 Return of equipment. You must return the Oxio Equipment to us as soon as possible when the Agreement terminates. If you do not return the equipment, you must reimburse us as described in paragraph 6.5.

9.4 Use of Equipment. You must meet to following usage requirements:

9.4.1 do not use Oxio Equipment at an address other than where services are meant to be provided;
9.4.2 protect and secure Oxio Equipment and use it with care, caution and diligence;
9.4.3 do not modify or alter any equipment or software connected to our network or the network of an oxio service provider partner, including the configuration thereof;
9.4.4 do not give or otherwise transfer the Oxio Equipment without our permission;
9.4.5 comply with all applicable regulations and other oxio policies or requirements;
9.4.6 do not use Oxio Equipment or allow Oxio Equipment to be used illegally or improperly (e.g., if the use of the services is unreasonable or disproportionately, so as to jeopardize the services, our network or the network of an oxio service provider partner, including hosting a TOR node, gateway or relay or any other superimposed computer network), or using services in a manner that harms us or any other person (including by preventing fair and proportionate use of the network by others).

10. COMMITMENT REGARDING ACCESS TO YOUR RESIDENCE

10.1 Access to your residence. You agree to allow us to access your residence or any other place where services are or will be provided, during our regular opening hours, to allow us to:

10.1.1 install, inspect, repair or maintain any equipment connected to our network or that of an oxio service provider partner;
10.1.2 fix an outage or other problem affecting the network;
10.1.3 ensure that your commitments or obligations are met.

10.2 Permission to enter. Our representative must obtain your permission before entering your residence, unless there is an emergency or if a judge has authorized our representative in writing to enter without your permission. At your request, our representative will show you the ID card that we have issued to them.

11. COMMITMENT REGARDING THE USE OF SERVICES

11.1 Responsibility of use. You assume all risks associated with the use of services, even when they are used by someone other than yourself (including the costs and damages that such use can cause).

11.2 Personal use. You must use the services and content for your personal purposes only and not for commercial purposes or in the context of running a business. You must not resell or offer services to others, with or without consideration. In connection with the foregoing prohibition of use, some features (including some incoming TCP and UDP ports) normally associated with commercial use may be blocked on Oxio Equipment. You do not have to share your passwords. You may modify, rent, lend, sell or distribute any content that you have accessed through the services or create derivative works based on such content.

11.3 Prohibited uses. You must not use or allow services (whether unlimited or not) to be used illegally or abusively, in which case the terms of paragraph 16.5 may apply. For example, you are not allowed to:

11.3.1 use services (whether unlimited or not) unreasonably or disproportionately, so as to jeopardize the services, our network or the network of an oxio service provider partner (including hosting a TOR node, gateway or relay or any other superimposed computer network), or using services in a manner that harms us or any other person (including by preventing fair and proportionate use of the network by others);
11.3.2 use or facilitate the use of the services for an unlawful purpose, for the purpose of a criminal or civil offence or intellectual property infringement, for harassment purposes (including disruptive, intimidating, unwelcome or offensive messages, posts or calls), or in a manner that violates applicable laws, regulations or the internet host’s policies;
11.3.3 allow or facilitate the transmission of unsolicited messages such as spam or phishing;
11.3.4 download, upload, make available, transmit, post, publish, broadcast, receive, retrieve, store or link or otherwise reproduce, offer, distribute, provide access to or make accessible
information, software, records or other content that: (i) is confidential or protected by copyright or other intellectual property rights, without prior approval from the owner of such rights; (ii) is defamatory, discriminatory, violent or obscene, contains child pornography or hateful propaganda; or (iii) constitutes an invasion of privacy, falsification, impersonation or any other act of this kind;

11.3.5 use the services for purposes other than for private, personal, family or domestic use (for example, by reselling, marketing, transferring, sharing or receiving fees or other benefits in consideration of an internet service);

11.3.6 attempt to receive services without paying applicable fees, modify or disassemble Oxio Equipment, attempt to bypass the oxio network or the network of an oxio service provider partner or restructure, unplug, remove, repair or otherwise disrupt services or Oxio Equipment;

11.3.7 adapt, reproduce, translate, modify, decompile, disassemble, reverse engineer or otherwise disrupt software, applications or programs used in relation to services (which are owned or licensed by oxio) for any other purpose, including testing or research; or modify, alter or mask trademarks or other intellectual property that you have access to through the services, or use any compensation or intellectual property other than for the express purposes for which you have access to that intellectual property as part of the services;

11.3.8 display or transmit any information or software containing a virus, cancelbot, trojan horse, worm or other destructive or disruptive component, or act in a way that compromises the security of your internet host in any way (including analyzing or penetrating a host’s security mechanisms);

11.3.9 direct comments or actions toward our employees, suppliers, agents or representatives that constitute harassment or abuse, regardless of the form.

11.4 Monitoring usage. We may monitor your use of the services and our network or that of our service provider partners, or conduct investigations with respect to such matters, including bandwidth consumption and its impact on the operation and efficiency of the network and services.

12. CLAIMS

12.1 Third-party claims. A person may sue us or seek compensation for a reason related to the way you use services, equipment, telephone numbers or identification codes. It could also be for a reason related to a fault or act of misconduct you committed, or a breach of your obligations hereunder. A person could similarly pursue legal action against our affiliated entities and our partners, or demand compensation from them. Even if such person’s claim seems to you to be unfounded, you agree to:

12.1.1 take charge of the situation, including any negotiations;

12.1.2 defend our interests, and those of our affiliated entities and partners;

12.1.3 compensate us and our affiliated entities and partners for any damages incurred and any costs, including legal fees and court expenses;

12.1.4 permit us to participate and intervene in a lawsuit, at our expense, and choose our own legal counsel. Our affiliated entities and our partners have the same right.

13. NON-COMPLIANCE

13.1 Interruption of services. If you do not comply with the obligations hereunder, we may discontinue your services or terminate this Agreement as stipulated in paragraph 16.5.

13.2 Compensation. If we suffer damages, you must compensate us (including for indirect, special, punitive, loss of income or profits). If you suffer such damages, we are not responsible.

13.3 No access. We may prohibit you from accessing another oxio customer’s account at any time.

14. MANAGING PHONE NUMBERS AND UNIQUE IDENTIFIERS

14.1 Unique identifiers. The unique identifiers (including phone numbers, IP addresses, usernames, passwords, personal identification numbers (PINs), etc.) assigned to you do not belong to you.

14.2 Modification or withdrawal. We cannot guarantee that unique identifiers will never be modified or removed. If this is the case, we will notify you of the situation, but we cannot be held responsible for any damages you may suffer (e.g., if a service is interrupted because you have not complied with an obligation under this Agreement and the unique identifiers change when you reactivate the service).

14.3 Change of phone number. As for telephone numbers, they can only be changed if we have reasonable grounds to do so (e.g., if a police or other law enforcement official or a government agency requires it) and we are not liable for any damage you may suffer in such case. However, we must inform you in advance, within a reasonable time and in writing, of the reason and date of the change. If a phone number needs to be changed urgently, we can inform you verbally and then confirm in writing that the change has been made. If a telephone number is to be changed without reasonable cause, we
15. **PERSONAL INFORMATION MANAGEMENT**

15.1 **Personal information.** We may collect, use and retain the following personal information:

15.1.1 your name and contact information (e.g., address, phone numbers, email addresses);

15.1.2 your credit information;

15.1.3 your date of birth, gender and marital status;

15.1.4 any other information that allows us to identify you, as described in our privacy policy available on our website.

15.2 **Sources of information.** We may collect the foregoing information from you or from other individuals and organizations, if you consent to it or if applicable laws allow us to do so. You agree to provide us with accurate and complete information, and to notify us of any changes during the term of your Agreement (e.g., if you move, change your email address, etc.).

15.3 **Credit check.** At the time of entering into this Agreement, you authorize us to obtain the personal information necessary to verify whether you represent a financial risk from financial institutions and other relevant agencies. You also allow us to provide them with any personal information required for this purpose. You may allow us to repeat such credit checks to periodically monitor the financial risk you represent throughout the term of this Agreement. Finally, you can authorize people acting on our behalf to obtain and transmit such information for the same purpose. You can withdraw your consent at any time by contacting us.

15.4 **Use of information.** You give us the right to collect, use and retain your personal information for the following purposes:

15.4.1 to establish, develop and maintain a business relationship with you;

15.4.2 to know your interests, needs, expectations and preferences in order to enrich our line of products and services, and to offer you new ones;

15.4.3 to detect and prevent possible fraud or illegal use of our products and services;

15.4.4 to invoice you for the products and services you have requested, provide you with those products and services, and collect payment therefor;

15.4.5 to assess whether you represent a financial risk before entering into an agreement with you, and to periodically monitor such risk for the duration of the Agreement, as provided in paragraph 15.3;

15.4.6 to engage in commercial or philanthropic prospecting by including your name, address and phone number on our list of clients, and share this list with our affiliated entities for the same purpose. You can always request that your personal information be removed from this list by contacting our customer service;

15.4.7 to comply with applicable laws and regulations. We are committed to using your personal information within the limits of the law and retaining it only if it is necessary or useful for any of the reasons mentioned above. We are also committed to ensuring the confidentiality of your personal information through security measures tailored to the sensitivity of that information.

15.5 **Disclosure of information.** Your personal information is confidential. We must therefore obtain your express consent before we share such information with anyone. Your consent will be considered given if you provide us with:

15.5.1 written consent;

15.5.2 electronic confirmation over the internet or by dialing a toll-free number;

15.5.3 verbal confirmation, if an audio recording is kept by us or by an independent third party;

15.5.4 any other type of consent substantiated by reliable documentary evidence that you or another person objectively create.

15.6 **Exceptions to consent.** We do not have to obtain your consent if your information is already publicly available, or if a court requires that your information be shared with a third party. We also do not have to obtain your consent if a law or regulation allows or requires us to disclose your information to third parties without your consent. Without limiting the generality of the foregoing, we may disclose your information to the following third parties without your consent:

15.6.1 a person who is your agent or whom we consider to be your agent based on a reasonable analysis of the circumstances;

15.6.2 our agent whose mandate is to obtain payment of the amounts you owe us. Your information must be necessary to fulfill this mandate and the agent must commit to using your information solely for that purpose;

15.6.3 a provider of telecommunication services or information technology, such as networks, software, storage and data management systems. Your information must be necessary to enable us to provide the services. The provider must commit to using your information solely for this purpose and ensure its confidentiality;

15.6.4 a service provider rendering services related to telephony or telephone directories. Your information must be required to provide such services. The provider must commit to using your information solely for this purpose and ensure its confidentiality;

15.6.5 an oxio affiliated entity that provides you with telecommunication services. Your information
must be required to provide such services. The affiliated entity must commit to using your information solely for this purpose and ensure its confidentiality;

15.6.6 an organization or person who has the authority to compel us to disclose your personal information. Your information must be requested in the course of their duties;

15.6.7 an agency that has a statutory responsibility to prevent, detect or repress crime or violations of the law. Your information must be necessary for the prosecution of an offence and be requested in the course of such organization’s duties;

15.6.8 a public authority or its agent who deems itself to be in an emergency alert situation. Your information must be necessary to avoid or minimize an imminent threat to a person’s life, health or safety.

15.7 **Partners outside of Canada.** When we use the services of third parties based outside of Canada to provide services to you, we require that these third parties maintain the confidentiality and security of your personal information in accordance with the standards set out in the *Personal Information Protection and Electronic Documents Act* (Canada), including through agreements in which they undertake to do so. However, when your information is stored or processed outside of Canada, it is subject to foreign laws that may, despite our obligations, allow your information to be shared with the authorities of such country.

15.8 **Access to information.** You can request access to your personal information at any time, in writing. We must make such personal information available to you no later than 30 days after receiving your request. Any request or complaint about your personal information should be made in writing and sent to the Privacy Officer at 125 Boulevard Charest East, 2nd floor, Quebec (QC) G1K 3G5.

16. **MANAGING YOUR PLAN AND SERVICES**

16.1 **Changing your plan.** You can change your monthly plan up to 48 hours before the end of your payment cycle. The changes will take effect as of the next payment cycle. Please note that:

16.1.1 you will only be able to change your plan for terms offered in plans available at that time, and your old plan may no longer be available or may no longer be offered on the same terms thereafter;

16.1.2 some discounts or promotions may no longer apply as a result of the change (e.g., some services or options that were included in your old plan may be billed with your new plan or no longer available);

16.1.3 in the case of a data transfer, such data will take the attributes of your new plan.

16.2 **Your right to terminate this Agreement.** You can terminate your Agreement by filling out a request form on our website at any time.

16.3 **Prorated refund.** When you cancel one or more of the services included in your plan during a payment cycle, you will receive a prorated refund of the monthly fee paid for such services at the beginning of the payment cycle based on the number of days remaining in such payment cycle. Notwithstanding the foregoing, the refund obligations set forth in this paragraph 16.3 exclude any additional services and installation services, where applicable.

16.4 **Modifications to the Agreement.** At any time, we may change your Agreement, including the price and nature of the services offered. We must notify you of any change at least 30 days before it comes into effect by way of a notice that deals only with such subject. This notice should clearly and legibly state:

16.4.1 the information added to your Agreement, or the amended clause with its original version;

16.4.2 the effective date of the amendment;

16.4.3 any other information that is required by law or regulations.

If the amendment increases the scope of your obligations or reduces our obligations, you can opt out of this amendment and terminate your Agreement at no cost. In any case, you remain responsible for paying the price of the services provided until the day the Agreement has ended. No other statement (written or verbal) can change this Agreement.

16.5 **Our right to terminate this Agreement.** Before terminating your Agreement, we must inform you at least 60 days in advance. If we terminate your Agreement or interrupt your services because you have not complied with any one of your obligations under this Agreement (e.g., if you do not pay the amounts due to us on time), you will be informed 14 days in advance (this period may also be shorter if we suspect that your use of the services is non-compliant with our policies or applicable legislation).

You will not receive any notice of termination of the Agreement in the following cases:

16.5.1 if we must take immediate action to protect our network or that of our service provider partners;

16.5.2 if services or equipment are misused or fraudulently used, including our customer service;

16.5.3 if services or equipment are used in a manner contrary to applicable legislation or the rules imposed by the Canada Radio-Television Telecommunications Commission.

16.6 **Severability.** If any part of this Agreement becomes outdated, unlawful or unenforceable, the other parts continue to apply. Keep in mind that even if we decide not to apply a provision of this Agreement for a certain period of time, such provision remains valid and we can apply it thereafter.

16.7 **Agreement in English.** You are receiving this Agreement in English because you have requested it. *Vous recevez cette entente en anglais car vous en avez fait la*
demande, mais si vous préférez avoir votre entente en français, veuillez contacter notre service à la clientèle.

17. **TRANSFER OR ASSIGNMENT OF THE AGREEMENT**

17.1 **Transfer or Assignment.** We may transfer or assign part or all of this Agreement (including rights to accounts payable by you) at any time, without notice and without your consent. You cannot transfer or assign this Agreement, your account, the services we provide or the Oxio Equipment without first obtaining our written consent, which consent will be subject to compliance with certain prerequisite conditions, including a satisfactory credit check of the transfer recipient/assignee.

18. **DISSATISFACTION AND COMPLAINTS**

18.1 **Resources.** If for any reason you were not fully satisfied with our services, you can contact our technical support service at any time. For information on our complaint procedure, please visit our website. If you are dissatisfied with the proposed agreement, you can contact the Commission for Complaints for Telecom-Television Services at [www.ccts-cprst.ca](http://www.ccts-cprst.ca).