

## GENERAL TERMS AND CONDITIONS

PLEASE RETAIN FOR FUTURE REFERENCE



### (A) Your Services

1. oxio, a Cogeco Connexion inc. entity ("**oxio**", "**we**", "**us**" or "**our**") provides the telecommunications services you have selected which are described in the first few pages of your Agreement ("**Services**"). The term "Agreement" means the Terms of Services we sent to you, these General Terms and Conditions as well as any other applicable oxio policies published or posted on our website from time to time, including, without limitation, a purchase order, a service order or any other understanding, document or schedule, in whatever form and on whatever support, that we designate or are deemed as forming part of the Agreement.
2. All your Services are strictly for personal and residential use.



### (B) Managing your Agreement

#### Information

3. At <http://oxio.ca/en/ground-rules>, you will find information about (i) the referral program, (ii) the fees rates, (iii) our 60-day guarantee; and (iv) outage credits.
4. You will also find responses to frequently asked questions by visiting our Help Center at <https://aide.oxio.ca/en/> or by contacting Support by Messenger, Instagram, email or SMS, the links of which are available at <https://oxio.ca/en/support>.
5. For any information on how to contact Customer Service or to make a complaint regarding your Services, you can visit <https://oxio.ca/en/support>. You may also contact the Commission for Complaints for Telecom-Television Services ("**CCTS**") at [ccts-cprst.ca](http://ccts-cprst.ca).
6. You are also encouraged to consult the Television Service Provider Code adopted by the Canadian Radio-television and Telecommunications Commission ("**CRTC**"), available at <http://www.crtc.gc.ca/eng/archive/2016/2016-1.pdf> and to consult the Internet Code, available at <https://crtc.gc.ca/eng/archive/2019/2019-269.htm>.

#### Beginning and Term of your Agreement

7. Your Agreement takes effect on the date the service or related equipment is activated.
8. Your Agreement is for an indefinite term, i.e. it does not have an expiry date and it automatically renews every month.

#### You may Terminate your Agreement

9. You may terminate your Agreement or any of your Services at any time by contacting Support by email or SMS, using the links at <https://oxio.ca/en/support> and specifying (i) the desired cancellation date; (ii) your full name; (iii) your oxio account number; and (iv) the Service phone number and address.
10. You are liable for the payment of the price of the Services provided to you until the date of termination. You also remain liable for the payment of all outstanding balances accrued up to the date of termination.

#### We may Terminate your Agreement or Disconnect your Services

11. Before terminating your Agreement, at any time and for any reason, we will give you at least **60 days'** prior notice.
12. The notice period is reduced to **14 days** if we terminate your Agreement or disconnect your Services because you have failed to comply with any of your undertakings under your Agreement.
13. You will not receive any prior notice if (i) we have to take immediate steps to protect our network or that of our partners or to give all our users fair access to our services, (ii) your Services and our equipment are used in an abusive or fraudulent manner or for any other serious grounds, (iii) your Services and our equipment are used unlawfully or (iv) if you demonstrate abusive, violent, destructive, menacing or harassing behaviour.
14. However, we cannot disconnect your Services where (i) you contest the grounds for the disconnection, (ii) you make a payment covering unpaid amounts not being disputed or (iii) we do not have reasonable grounds to believe that the purpose of the dispute is for you to avoid making or delaying any payments.

### Amending your Agreement

15. We may amend your Agreement at any time, including the price and nature of the service provided. We will notify you of any change at least **30 days** prior to such change becoming effective (**60 days** for Internet Service), by written notice dealing only with that matter. This will be a clear and legible notice in writing containing (i) the new clause or the amended clause as well as the previous version, (ii) the effective date of the amendment and (iii) your refusal and termination rights as set forth in the following section.
16. If the amendment has the effect of increasing your obligation or of reducing our obligation, you may refuse the amendment and terminate your Agreement at no cost and without incurring any penalty or termination fee, upon notice to us no later than **30 days** following the amendment becoming effective, failing which you will be deemed to have agreed to the amendment.
17. A guaranteed savings offer is an offer whereby you are offered certain predetermined savings for a guaranteed savings period. We may change the regular price of the Service at any time in accordance with sections 15 and 16 above, but we undertake not to change the amount of savings offered during such guaranteed savings period.



### (C) Your Undertakings regarding the Management of your Access and Personal Information

18. We cannot guarantee the security of your data, files, privacy or access to the Client Portal or the Internet and the equipment. It is up to you to protect them. You may, for example, use passwords to control access, make backup copies of your data, install data protection software, install parental controls, etc. You will be solely liable for any damage arising therefrom.
19. We may collect personal information (such as, without limitation, your name, contact information, banking information, date of birth, etc.) from you or other persons and organizations, with your consent or if required by law. You agree to provide us with accurate and complete information associated with your account and to notify us of any change during the term of your Agreement.
20. We assign dynamic IP addresses to you which we may change at our discretion, at any time and without notice. We will not be liable for any claim, damage, loss or cost arising from or relating to a change in the IP address.
21. We know how important it is to protect your privacy. We encourage you to review our privacy policies to obtain further information about how we keep your personal information confidential at <https://oxio.ca/en/privacy-policy>.



### (D) Your General Undertakings

22. You must ensure that your Services are used in accordance with your Agreement and all applicable laws and regulations and follow the user manuals and installation guides for the equipment that is leased or sold to you. In particular, you must ensure that:
  - (a) the material you transmit or publish through your Services does not breach any intellectual property rights and the material is not obscene or defamatory and does not constitute an illegal threat;
  - (b) your Services are not used to breach the security of another user or to attempt to access the computer, software or data of another person without the person knowing and consenting thereto in writing, or to attempt to circumvent the user authentication or security of any host, network or account;
  - (c) your Services are not used to indiscriminately send unsolicited, undesirable, irrelevant or inappropriate messages, and in particular mass advertising (spamming);
  - (d) the use of your Services will not disrupt the services, equipment or network of another user, of oxio or of any of our partners.
23. You must notify us immediately either in writing, or by contacting Customer Service at <https://oxio.ca/en/support>, of any theft or illegal use of your Services or the equipment loaned or leased to you or of your account.
24. You agree not to resell or transfer the use of your Services or the equipment to another person for any purpose whatsoever or to charge for the use of your Services, without our prior written consent.

### Access to your Home

25. You authorize us as well as our agents to access your home or any other premises where your Services are provided, during our normal business hours, to (i) install, inspect, repair, reset or maintain any equipment connected to our network, (ii) fix an outage or other problem affecting our network, or (iii) ensure compliance with our obligations.
26. If you do not own the premises where your Services are provided, you confirm that you have obtained the consent of the owner of the premises to allow us to do the necessary work.

### Invoicing and Payment

27. You must pay the fees payable for your Services according to your Agreement.
28. Your accounts are due and payable in full, in Canadian dollars, by the date indicated (i) on your invoice; (ii) on your statement issued following your initial authorization for bank direct debits or credit card payments, if applicable, ("**due date**").
29. Several payment methods are available to you: (i) automatically, by bank direct debits or credit card payments in accordance with your approval of a pre-authorized debit agreement; (ii) by telephone or online banking; (iii) at any financial institution; or (iv) by credit card, via your Client Portal.

### Late Payment Charge

30. If your accounts are not paid by the due date at the latest, you will automatically be in default and interests at a rate of: a) in Quebec, **2.75% per month (33% per annum)**; or b) in any other provinces **3% per month (36% per annum)**; or c) the highest rate permitted by law will accrue from the first day such amounts become overdue following the due date.
31. Accounts overdue for more than **60 days** may be transferred to a collection agency. We may also disconnect your Services or terminate your Agreement (see section 11).

### Use of Equipment and your Services

32. When you use your Services, you may only use the equipment loaned, leased or sold by oxio. We have no obligation to provide any technical support with respect to connecting to other networks, equipment or their connection.
33. You agree to only use the equipment at the address indicated in your Agreement unless you have contacted Customer Service in advance.
34. The content offered on your television service is restricted for residential use in Canada only. However, access to the program guide and the remote recording function of your remote control is not geographically restricted.



### (E) Disruption or Unavailability of 911 or your Alarm System

35. The oxio 911 service has limitations compared to a traditional wireline service. A traditional wireline telephone service sends 911 calls to the nearest emergency response center. The oxio 911 service first routes your call to a dispatcher in a third-party emergency call center (Dispatcher) who then routes your call to the Public Safety Answering Point (PSAP) for your address or location. You will need to verbally provide your name, address or location and contact information before your call is routed to the appropriate PSAP. If you are unable to provide your address or location to the Dispatcher, the Dispatcher may use your oxio account billing address. It is your responsibility to ensure that your billing address matches the address where your oxio equipment is installed.
36. The 911 Emergency Service or your alarm system connected to your telephone line may be temporarily disrupted or unavailable, including for the following reasons:
  - (a) disruption, or slowdown of a service due to a situation beyond our control;
  - (b) use of unauthorized equipment or moving of equipment without our consent;
  - (c) equipment failure beyond our control, network configuration problem, electrical power outage or Internet Service outage.



### (F) Effects of Failure to Fulfil your Undertakings

37. We may suspend or disconnect your Services or terminate your Agreement in accordance with the terms and conditions set forth in sections 11 to 14.
38. We may restrict, block, suspend or disconnect your Services, including the 911 Emergency Service, without notice or delay and without any liability to you, if we have reasonable doubts or if it is established that our equipment is used fraudulently or seems to be associated with a fraud or with an inappropriate or illegal use or is used in such a manner as to endanger our network or the use thereof by anyone.
39. If we suffer damage, you must compensate us (including for indirect, consequential, special and punitive damages and lost income or profit). If you suffer any such damages, we will not be liable therefor.
40. A reconnection charge may apply if a service call is required to restore any of your Services where it is determined that the problem does not originate from our network or equipment.



### (G) Sale of Equipment (if applicable)

#### Reservation of Ownership

41. All rights and the risk of loss in and to the equipment sold are transferred to you upon full payment. We remain the sole owner until complete payment of the purchase price.

#### Warranties on Equipment Sold

42. We warrant that your equipment is free from all manufacturing and materials defects, under normal conditions of use and maintenance, for a period of **1 year** following the date of equipment delivery. This warranty may not be assigned or transferred to another person.
43. If your equipment is defective during the warranty period, we may, at our option: (i) repair the defective part or equipment at our expense or (ii) deliver a replacement part or equivalent equipment, at our expense. The equipment or replacement parts may be new or refurbished.
44. You must promptly return your defective equipment to our technical service according to the instructions transmitted in the prepaid box and/or envelope. The defective equipment or parts which are replaced become our property.
45. We warrant that the equipment or parts replaced or repaired are free from manufacturing and material defects, under normal conditions of use and maintenance, for a period of **90 days** following delivery or during the remainder of the initial warranty period, whichever is longer.
46. We will not be liable for loss of data contained or stored in any returned equipment.
47. To benefit from this warranty, the equipment must not have been (i) broken accidentally or (ii) due to force majeure, (iii) your equipment must not have been modified without our authorization and (iv) you must not have used it in an abusive or improper manner. If your equipment is damaged for such reasons or due to your fault, you will be liable for any replacement or repair costs



### (H) Equipment Leasing

#### General Provisions

48. The equipment that is loaned or leased to you by oxio remains the property of oxio at all times.
49. You must protect and secure the equipment that is loaned or leased to you and use it with care, prudence and diligence.
50. You must not modify or alter our equipment or software, whether or not it is connected to our network, including its configuration.
51. You may not authorize another person to perform work, repairs or changes to our equipment without our prior express written consent. Before performing work, repairs or changes to our equipment, contact Customer Service.
52. You are liable for the entire cost of the repair or replacement of our equipment that is lost or damaged due to your fault.
53. You must return to us any equipment loaned or leased to you as promptly as possible upon termination of your Agreement to one of our places of business or by contacting Customer Service. A refurbishment or replacement fee may be charged if your equipment suffered damages over and above usual wear and tear.

#### Clause required under the *Consumer Protection Act* (QUEBEC ONLY)

54. Contract other than a contract of credit that contains a reserve of ownership clause

If the consumer fails to perform his obligation in the manner prescribed in this agreement, the merchant may:

- (a) exact immediate payment of the instalments due; or
- (b) retake possession of the goods that form the object of the contract.

Before retaking possession of the goods, the merchant must give the consumer a notice in writing of 30 days during which the consumer may, as he chooses:

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

If the consumer returns the goods to the merchant, his obligation under this contract is extinguished and the merchant is not bound to return to him the payments he has received from him.

If, before his default, the consumer has paid at least one-half of the amount of the total obligation and of the down payment, the merchant may not recover possession of the goods unless he first obtains the permission of the court.

Long-term contract of lease

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

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

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

Where the consumer is in default to perform his obligation in the manner prescribed in this contract, the merchant may:

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

Before retaking possession of the goods, the merchant must give the consumer a notice in writing of 30 days, during which time the consumer may, as he chooses:

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

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

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

The merchant is bound to minimize his damages.

It is in the consumer's interest to refer to sections 15, paragraphs a and c of section 138, sections 139 to 142, as well as sections 103, 150.10, 150.11 and 150.13 to 150.17 of the *Consumer Protection Act* (chapter P-40.1) and, where necessary, to contact the Office de la protection du consommateur.



**(I) Conditions that may Affect your Services**

- 55. We do not warrant that the Services provided will never be interrupted, unavailable, inaccessible, slowed down, unstable or limited.
- 56. We will not be liable (including for indirect, consequential, special and punitive damages and lost income or benefits you may suffer) in the following situations:
  - (a) situations beyond our control such as, without limitation, transmission delays caused by interference, equipment failure, electrical power outages or failures at third party facilities, or a fault committed by other businesses which affect our network or other cases, and including but not limited to, faults or issues beyond our control caused by a partner or other networks, their operations, or their staff;
  - (b) maintenance work we perform from time to time to ensure the proper operation and improvement of our network which may cause service disruptions or slowdowns;

- (c) traffic management when a large quantity of data is sent from your Internet equipment, slowing down your Service;
  - (d) problems related to the transmission, storage or accessibility of materials available through your Services;
  - (e) content or television programming offered through providers of entertainment content. We have no control over the quality of such content or any change or withdrawal of channels;
  - (f) the moving of equipment without our consent or the connection of non-voice equipment, such as medical monitoring devices or home security systems.
- 57. We will only be liable for the direct consequences of our personal actions or those of our representatives. In such cases, our maximum liability is limited to the total amount you have paid us under the terms of your Agreement during the 12-month period preceding the claim. However, our liability is not limited in the case of death, bodily injury, gross negligence or wilful misconduct on our part.
  - 58. In the case of errors or omissions in entries in the telephone directory, our liability is limited to contacting our partners to correct the error or omission.



**(J) Undertaking to Indemnify us in the Case of Lawsuits relating to the Use of your Services or the Equipment**

- 59. You may be held liable for our damages, including our attorney's fees, if the cause of action arises for example from (i) the fact that you did not comply with your Agreement or any applicable laws (ii) the unlawful or inappropriate use of your Services or (iii) the fact that you posted or sent material through the Services.



**(K) General Provisions**

- 60. Any failure by us to enforce any provision of your Agreement shall not be construed as a waiver of our right to do so at any time.
- 61. If any portion of your Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and effect.
- 62. You may not assign or transfer your Agreement or any equipment loaned by oxio without our prior written consent. In the absence of any such consent, any assignment shall be deemed null and void. We shall be entitled to assign all or part of your Agreement without your consent.
- 63. Your Agreement shall be governed by, and construed in accordance with, the laws applicable in the Province of Quebec.

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