

## Maskatel Terms of Service

**Please read carefully.** The service summary and these terms of service constitute the “**Contract**” between you (or “**Customer**”) and Groupe Maskatel Québec L.P., carrying business under the trade names Téléphone de Saint-Victor, Téléphone Saint-Éphrem, Téléphone Upton and Xittel Telecommunications (“**Maskatel**” or “**we/us**”). You may also be provided with a critical information summary that sets out key elements of your agreement with us. You confirm that you have reached the legal age of majority and that you are authorized to enter into this Contract.

### Your Contract

- 1. Start of Contract.** You accept this Contract on the earliest of: **(a)** the date on which you receive a copy; **(b)** the date installation has begun; or **(c)** the date you access or use the services.
- 2. Services.** This Contract covers the services identified in the service summary as well as other services we provide to you. Depending on the context, the services are provided and must be used at the address shown in the service summary (“**Service Address**”).
- 3. Services regulated by the CRTC.** For services regulated by the Canadian Radio-television and Telecommunications Commission (“**CRTC**”), the Tariff issued by the CRTC applies in addition to this Contract. If there is any inconsistency or conflict between this Contract and the Tariff, then the Tariff prevails. If the CRTC decides it will no longer regulate a service or feature (sometimes referred to as a “forbearance”), we will continue to apply the terms of the Tariff as though the service were still regulated until the term (called “minimum contract period” in the Tariff) expires. After the minimum contract period expires, only this Contract will continue to apply.
- 4. Governing laws.** Because we are federally regulated, this Contract is governed by the federal laws and regulations of Canada, including the CRTC’s Internet Code and Television Service Provider (TVSP) Code and the provincial laws in the province of the Service Address.
- 5. Assignment.** We may transfer or assign all or part of this Contract (including any rights in accounts receivable). You may not transfer or assign this Contract, your account or a service without our prior written consent.
- 6. Inapplicable terms.** If any part of this Contract becomes outdated, prohibited or unenforceable, the remaining terms will continue to apply. Even if we decide not to enforce any part of this Contract for any period of time, the term still remains valid and we can enforce it in the future.
- 7. Language of the Contract.** You are receiving this Contract in English because you requested a copy in English. *Vous avez demandé que ce contrat ainsi que tous les documents en faisant partie soient rédigés dans la langue anglaise mais si vous souhaitez que votre contrat soit en français, veuillez communiquer avec nous (voir l’**article 55**).*
- 8. Changes by Maskatel.** If a Service is provided under a Fixed Term (see **Section 10**), we will not change an essential element of the Contract, particularly the nature of the goods or Services that are the object of the Contract, the charges for the goods or Services, or the length of the Fixed Term. Otherwise, we may amend these elements of the Contract: the services, and any term of the Contract, including the fees. We will send you a written notice at least **30** days (**60** days for certain changes related to Internet services) before the amendment comes into force. This notice, drafted clearly and legibly, will set out the exclusively the new clause, or the amended clause and the clause as it read formerly, the date of the coming into force of the amendment and your rights if you refuse the amendment. If the amendment entails an increase in your obligations or a reduction in ours, you may refuse the amendment by cancelling the Contract without penalty, up to **30** days after the effective date (see **Section 51**).
- 9. Changes by you.** You may not make any changes to these terms of service. However, depending on the service you subscribe to and your plan details, you may be able to add or remove certain services or features. You will need to check your plan details to see if additional fees may apply. For more information about services or features that may be available, including applicable fees, visit [maskatel.ca](http://maskatel.ca) for Maskatel services or [xittel.net](http://xittel.net) for Xittel services, or contact us (see **Section 55**). For certain changes or if your account is not in good standing, please contact us (see **Section 55**). For more information about making changes to the Programming with your TV service, see **Section 30**.
- 10. Term of Contract.** The services are provided without a set period, unless you and us agree to a contract term of greater than one month (for example, **12** months) (a “**Fixed Term**”) for certain services. At the end of any Fixed Term, we will continue to provide the services to you without a set period at the then-applicable rates, unless you cancel the services.

### Fees and billing

- 11. Billing.** We bill you the fees and applicable taxes for the period indicated on the bill. You must pay all the fees within **30** days of the bill date otherwise, you will be charged interest on the balance, calculated at a rate of **2.91%** per month, or **41.09%** per year. We may refer your account to collections agencies and suspend or cancel the services (see **Section 50**).
- 12. Pre-authorized payments.** By setting up pre-authorized payments with a credit card or bank account (or other pre-authorized payment method), you give us the authorization to charge your credit card or debit/charge your bank account for all outstanding fees due on your account, and this constitutes our good and sufficient authority for doing so. You confirm that the credit card or bank account is in your name, is valid and has not expired. You must promptly advise us if your credit card or bank account information changes.
- 13. Billing error.** If you question or dispute any fees on your bill, you must do so within **90** days of the bill date; otherwise you accept all fees. Disputed fees will not be considered past due unless we conduct an investigation and conclude that the fees are correct and there is no

basis for the dispute. You must pay all undisputed portions of the fees within **30** days of the original bill date, failing which the undisputed portion of the fees will be past due and interest will be charged (see **Section 11**).

**14. Promotions and discounts.** We will apply the discounts or promotions to your account while you meet the eligibility requirements. We may change the discounts or promotions and the eligibility requirements at any time. Before making any changes to your services, please review applicable restrictions or eligibility requirements, as certain changes may result in loss of, or changes to, discounts or promotions. Promotional pricing may not apply to partial billing periods (this means, for example, if a service is cancelled in the middle of a billing period, you may not receive promotional pricing for that partial billing period).

**15. Am I responsible for usage charges over my plan limits?** Yes, any usage in excess of the limits applicable to the service subscribed to will be charged to you at the rates set out in your Contract or published on [maskatel.ca](http://maskatel.ca). It is your responsibility to monitor and manage your monthly activity and to ensure your usage remains appropriate to your service package. In addition to your usage, please note that certain equipment (see **Section 33**) and related software used with the services may automatically and without notice, generate usage. Such usage may include the transmission of data required for the management of the services and/or the Equipment. You are responsible for all data usage charges, whether resulting from your activity or generated automatically. You can find more information about the usage associated with common online activities at [maskatel.ca/how-to-manage-your-internet-usage](http://maskatel.ca/how-to-manage-your-internet-usage) and access usage monitoring tools and select or modify usage notifications through "My Account" on [xittel.net](http://xittel.net).

**16. Unlimited Internet.** Unlimited use of the Internet service is subject to the restrictions in the Responsible Use of Services policy set out in **Schedule A ("Responsible Use Policy")**.

**17. Collection, use and disclosure of credit information.** We may perform credit checks on you and collect and use information about your credit and payment history from Our Companies (see **Section 47**), credit reporting agencies or other credit grantors. These checks are to assess your creditworthiness, update your information, activate services or assist in collection efforts, as needed. We may also disclose your credit and payment history with Our Companies, to credit reporting agencies and credit grantors to assist with assessing your creditworthiness, and to collection agencies to assist with the collection of monies owed, also as needed. A security deposit may be required if you decline a credit check (see **Section 18**).

**18. Security deposit.** We may require you to make a security deposit and will provide you with the reason for requiring a deposit. The security deposit will earn simple interest based on a rate of **1%** above the Bank of Canada bank rate in effect (or another rate required by law), calculated monthly on the last day of your monthly billing period, prorated for any partial month we hold the deposit. When the services are cancelled or the conditions justifying the deposit no longer apply (usually after you have made **6** consecutive payments on time and in full), we will apply the deposit and any earned interest against the outstanding fees or other amounts you owe us, and then refund you the balance of the deposit, if any. In exceptional circumstances, we may require you to pay the fees and applicable taxes on an interim basis, despite the billing cycle. If this happens, you must pay these amounts on or before the required due date to avoid termination or suspension of the services.

## Services

**19. Fair network access, efficient operation and responsible use of the services.** We work hard to ensure fair network access to all users and the continuous, efficient operation of our Internet services. We may manage network resources using methods which include: **(a)** prioritization or deprioritization of network access; and **(b)** Internet traffic management practices such as allocation of bandwidth (which may impact speeds), filtering for spam and malicious or illicit content, anti-virus mechanisms or other measures to protect the integrity of the network (such as the blocking of your traffic or other traffic in the event of denial of service attacks), all in a manner consistent with applicable law. For a description of our Internet traffic management practices, please visit [maskatel.ca/en/residential-services/legal-and-regulatory](http://maskatel.ca/en/residential-services/legal-and-regulatory). You must comply with the Responsible Use Policy and all applicable laws when using the services. We may monitor the services (electronically or otherwise), including your use and the location of any equipment (see **Section 33**). We may monitor or investigate any content, use of the Programming with your TV service (see **section 27**) or your use of our networks, including bandwidth consumption and how it affects the operation and efficiency of the network and services. We may disclose any information necessary to satisfy any law, regulation, governmental or other lawful request from any applicable jurisdiction or as necessary to operate and optimize the services and to protect itself or others and ensure the services are not being used contrary to the Responsible Use Policy.

**20. Technical problems.** Please contact us for technical support. You must make all necessary arrangements so that we (including third-party service providers that may be located outside of Canada) may access and take control of the equipment by remote control, including the installation and, where applicable, de-installation of certain software.

**21. Availability of services.** The checks completed when you ordered the services are preliminary. The performance and availability of the service may depend on several factors, including the location of equipment (see **Section 33**), the structure to which the equipment is attached, the configuration of the equipment, demands on the network and/or network congestion, weather conditions, geography or even third-party restrictions that we do not control. We have the right to provide the service and equipment that we find best suited to your particular circumstances. Certain services may not be available and/or offered from time to time and we may cancel such services (see **Section 50**). We may not be able to provide a service (including certain of Our Equipment) to you up to, during and after installation or we may refuse to provide a service to you, if in doing so, we would have to incur unanticipated, unusual or unreasonable expenses (such as securing rights of way or special construction or providing service to certain conference or adult services or to high-cost areas to an extent not supportable by your rate plan and fees).

**22. Your account and unauthorized use.** You are responsible for the protection of your accounts and passwords and for all use of your account, the services and the equipment by yourself and other users (authorized or not). You must also protect your computer systems, your software and the equipment (see **Section 34**) from theft, unauthorized use and system corruption. You are responsible for backing up and safeguarding your data, including your email and voicemail messages. We may delete your data if the service is cancelled, or if you fail to access it within a certain period of time (as we determine). If you have concerns about unauthorized persons ordering services without your permission, you should investigate the appropriate use of parental controls, passwords and personal identification numbers (PINs) for your account, depending on the service. You must notify us immediately if you suspect unauthorized use of the services or if Our Equipment is lost

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

**23. Unavailability of services and 9-1-1.** Services, including the 9-1-1 service, will not work during network outages, including during planned hardware or software upgrades. As well, third-party communications services or equipment, monitored home security alarms or monitored medical devices that use the services as a communications pathway may not function during network outages.

**24. Unavailability of FTTH services.** Fibre-to-the-home ("FTTH") services, including 9-1-1 service will not work: **(a)** during power outages if there is no battery backup, or once the battery backup has been depleted; **(b)** if the hardware, including, if applicable, any battery used in connection with the FTTH services (the "FTTH Equipment"), has been tampered with, damaged or relocated; or **(c)** if the FTTH Equipment fails, is not configured correctly or during a reboot/restart (whether spontaneous or initiated by you) of the FTTH Equipment. To the extent permitted by applicable law, we are not responsible to anyone for any inability to access 9-1-1 service or use the FTTH services or the FTTH Equipment, or for any interference with, or failure of, third-party communications services or Equipment, monitored home security alarms or monitored medical devices as a result of the limitations or your failure to comply with the requirements and recommendations.

**25. Electric power supply for FTTH services.** You are responsible for the supply of electrical power necessary for the FTTH services (including the 9-1-1 service) to work. If available, we recommend you use the battery backup feature in case of a power outage. If you do choose to use the battery backup feature, you are responsible for the supply of the first battery and any replacement battery unless we provide a battery to you as part of the equipment. A fully charged, working battery offers limited standby time for applicable FTTH services during a power outage. If you have third-party communications services or equipment, a monitored home security alarm or monitored medical device, these services, equipment, monitored alarms or devices may not function during a power outage without the use of the battery backup feature on your FTTH Equipment. We recommend that you have another way of contacting 9-1-1 service during a power outage or in the case of equipment failure, for example, a mobile phone.

**26. Maintenance of the FTTH Equipment.** You are also responsible for the proper maintenance of the FTTH Equipment, including monitoring the battery, ensuring the battery remains charged and replacing the battery, if any, and contacting our technical support when prompted to do so or as required, unless we otherwise specify.

**27. Content we provide.** We provide content as part of certain services, including programming packages and subscriptions, personal video recorder (PVR) services, pay-per-view (PPV) services, on-demand services, interactive services, applications, à la carte programming and any other related service ("Programming"). Certain Programming, features or services (for example, PVR, PPV, and on-demand services) may not be available with our services or with some of Your Equipment (see **Section 31**).

**28. Pay-per-view and on-demand Programming.** All sales of PPV or on-demand Programming are final. If we are unable to provide any PPV or on-demand Programming that you have ordered, we will credit you the corresponding amount. We are not responsible for cancelled events or failure to provide any PPV or on-demand Programming. Certain PPV or on-demand Programming may only be ordered if you also subscribe to other Programming. You must have continued subscription to our TV service to access PPV or on-demand Programming.

**29. Programming.** All Programming is provided on a "subject to availability" basis and is subject to change. Certain Programming, including sports events, may sometimes be "blacked out" in your area of reception for copyright or other reasons. The Programming may also be discontinued by the Programming provider or subject to temporary interruption due to causes outside of our control (such as the weather or satellite failure). Any refund or credit for interruptions or unavailability is entirely at our discretion. We will not refund charges or credit you for any blackout period.

**30. Making Changes to the Programming.** You may order new Programming, obtain information about applicable fees or downgrade the Programming by contacting us (see **Section 55**). Certain Programming may be subject to a minimum subscription period and if so, we will let you know. We will deactivate the Programming as of the date we receive your request to do so or, if applicable, after the minimum subscription period expires, and fees will be prorated accordingly. No credit or refund will be made for the cancelled or downgraded Programming.

**31. Private use of the Programming.** The right we provide you to receive and view the Programming is for your private viewing at the Service Address and on certain of Your Equipment (see **Section 33**). Other than this, you are not permitted to access, receive, listen to or view (or try to access, receive, listen to or view) any of the Programming outside of your private residence which you listed as your Service Address. You may not rebroadcast, copy, transmit or offer the Programming in any form, and you may not charge any admission or receive any other consideration from any third party in return for allowing such third party to listen to or view any Programming. However, you may use PVRs or similar devices for the private, non-commercial recording of the Programming.

**32. Identifiers.** We may issue or assign to you certain unique identifiers for the services (for example, a phone number, IP address, email address, web space URL, host name, etc.). You do not own or acquire any right in any assigned identifier. We may change, withdraw or re-assign any identifier. When you subscribe to the phone service, we take care of the transfer of your telephone number with your former service provider. To this end, you authorize us to share the information required for the request (which may include personal information). You are responsible for fees owing to your former service provider. The transfer does not include the related services (including voice messaging).

## Equipment

**33. Equipment.** The services require certain equipment which, depending on the equipment, is either sold or rented by us, such as a receiver or modem-router ("Our Equipment"), or belongs to you, such as a phone handset, computer or television, ("Your Equipment") (Our Equipment and Your Equipment being the "equipment"). We may refuse equipment you obtained from a third party which may be incompatible.

**34. Responsibility for the equipment.** You are responsible for the equipment and all associated risks. You must take reasonable care of Our Equipment and maintain it in good working condition following the manufacturer's recommendations ("Good Condition").

**35. Minimum technical requirements.** The equipment must meet our minimum technical requirements (visit [maskatel.ca/en/residential-services/support](https://maskatel.ca/en/residential-services/support)) and be compatible with Our Equipment and the services. We may change the minimum requirements and Our Equipment, in which case you may need to update or replace the equipment.

**36. Software updates.** You agree to us installing, modifying or removing our (or other) software on Your Equipment, to the extent that such downloads are reasonably necessary for the continued efficient operation of the services. For example, without notice, we may update or upgrade, modify or remove the software to ensure that it remains compatible with and functions properly with any technological improvements made to the services. These installations, modifications, updates or removals may be required for you to continue to receive the services.

**37. Rented Equipment.** Our Equipment that we rent to you (“**Rented Equipment**”) remains our property. In case of normal wear, the limited warranties in the user manuals do not apply to the Rented Equipment. We may replace the Rented Equipment by equivalent new or refurbished equipment. See **Schedule B** for the rules imposed by the *Consumer Protection Act* for long-term equipment rental.

**38. Risks transfer.** The risk of loss, theft or damage passes to you on the earlier of: **(a)** your taking possession of the equipment; or **(b)** when we complete the installation of Our Equipment. You are responsible for replacing Our Equipment as a consequence of its loss, theft, destruction or damage.

**39. Return of the Rented Equipment.** You must follow our instructions regarding the return of the Rented Equipment, which must be returned in Good Condition (reasonable and normal wear and tear excepted) within **15** days of: **(a)** the cancellation of the service or this Contract (by you or us); or **(b)** on our request. If you fail to return the Rented Equipment in Good Condition within this time, we may charge you the Equipment Non-Return Fees as set out in **Schedule C**, plus applicable taxes. We may also, at our choice: **(1)** go to your Service Address to remove Our Equipment (in whole or in part), in which case you will have to obtain and grant, at your expense, all the required permits and authorizations; or **(2)** abandon and leave Our Equipment (in whole or in part) at your Service Address.

### Installation and maintenance

**40. Installation.** Our Equipment must be installed at the Service Address by us or by you when we offer a self-installation option, in which case you must comply with our instructions. Otherwise, any other installation is at your risk. If you miss your installation appointment, we may charge you a missed appointment fee representing an estimate of our damages.

**41. Access.** To allow us to install, maintain and repair Our Equipment and the services, you must provide us (including our third-party agents or contractors) access to the Service Address. If you are not the owner of the premises, you must obtain the authorization required to give us this access.

**42. Your responsibility.** You are responsible for the condition of the existing wiring. Once installed, you must not use, modify or disturb Our Equipment or the inside wiring in a way that will harm the services. We may require repairs or modifications to provide you with the services. If these repairs or modifications are carried out by our technician, the price may vary based on their extent.

### Warranties and liabilities

**43. Service continuous functioning.** Although we make every effort to ensure the proper functioning of the services and Our Equipment, in accordance with industry standards, it is impossible for us to guarantee that the services and Our Equipment will be available and working at all times, without interruption, error or lag. If the service is unavailable, such as during an outage, we may apply a refund or credit depending on the circumstances.

**44. Service warranty. If you incur damages due to our fault, our liability is limited to payment, upon request of a maximum amount of the greater of \$20 or an amount equal to the service fees payable during the service outage.** We will not be responsible for failing to meet obligations due to causes beyond our reasonable control, including work stoppage, labour disputes or strikes (including those involving Our Companies), pandemics, war, terrorism, civil insurrection, any law, order, regulation or direction of any government, failure of the public power grid, unlawful acts, your failure to act in accordance with this Contract, or the act or omission of a third party, including a telecommunications carrier whose network is used in establishing the connection to a point which we don't directly serve, acts of nature and all other *force majeure* events. **Warranty on equipment sold.** We offer a one (**1**) year warranty on parts and workmanship to any customer purchasing equipment from us. The purchased equipment may be covered by a manufacturer's warranty. Please review any manufacturer's warranty to understand what protection it offers and how long it lasts.

**46. Your liability for damages.** You must use the services in accordance with this Contract and take appropriate reasonable measures, such as securing your data and the equipment. You are responsible for damages you cause to us as well as to third parties.

### Your personal information

**47. Our commitment to your privacy.** You will find our Commitment to privacy protection at the end of these terms of service. We protect your personal information in a manner consistent with our Privacy Policy, available at [maskatel.ca/privacy](https://maskatel.ca/privacy), and with applicable laws. By entering into this Contract, you agree that we may share your information with “**Our Companies**” which include: Bell Canada, and other brands it operates (Bell Smart Home, Bell Aliant, Bell Aliant Smart Home, Bell MTS, Bell MTS Smart Home, DMTS, KMTS, Ontera, Virgin Mobile Canada), Bell Media Inc., Bell Mobility Inc. and other brands it operates (Lucky Mobile, Solo Mobile and Virgin Mobile Canada), Bell Satellite TV operated by Bell ExpressVu LP, and other affiliates and the brands they operate (Cablevision du Nord de Québec, Group Maskatel Québec LP, NorthernTel LP and Télébec LP).

**48. Contact information for your account.** You are responsible for keeping the contact and payment information you provide to us (including name, mailing address, email address, Service Address, phone number and any authorized users) up to date. If this Contract is cancelled, you must provide us with forwarding information for final bills or correspondence if your new contact information is different from the information we have on file. Call us to confirm that the information we have on file is correct. If you do not provide a forwarding address, you may forfeit any outstanding credits or deposits on your account.

**49. Service recommendations.** We use a number of ways to keep you informed about the products and services Our Companies provide. We recommend products and services to you based on your account information, eligibility and your needs and preferences as determined by your purchase and use of our products and services. We may also reach out to inform you of ways to save, new product and service releases and other useful information using a variety of means, including by calling you. You can manage your communications preferences by contacting us (see **Section 55**). You will continue to receive service-related messages even if you choose not to receive marketing communications. We will not disclose your personal information to third-parties to market their products and services without your express consent.

### Suspension and end of Contract

**50. Suspension and cancellation of services by us.** We can suspend or cancel the services, in whole or in part, if you breach or fail to comply with any of your obligations, including if: **(a)** you fail to make your payments (except for disputed fees) or you are late paying any deferred amounts under any payment arrangements with us; **(b)** you (or any user, authorized or not) use or allow the services to be used in violation of the Responsible Use Policy in **Schedule A**; or **(c)** your use of the services is not consistent with your ordinary usage patterns. You are responsible for paying for the services even if they are suspended. If the reason for suspension has not been resolved within **14** days of the suspension date, we may cancel your services and recover Our Equipment. If you wish to resume your subscription to the services, you must pay any amounts owing and the applicable installation and activation fees. If applicable, we undertake to uphold the CRTC's Deposit and Disconnection Code and the Internet Code. If you are not in breach of your obligations, to cancel any service or this Contract, we will inform you in writing at least **60** days in advance, for example, if we stop offering a service to which you subscribe.

**51. Cancellation by you.** You can cancel one or all of your services at any time by contacting us (see **Section 46**). The cancellation will take effect on the date of your request or at any other later date you request. You must then return Our Equipment, whether rented or borrowed, or pay the Equipment Non-Return Fees set out in **Schedule A**.

**52. Survival of Contract.** The rights and obligations that survive the cancellation, due to their nature, shall remain in effect even after the cancellation of the service or the Contract. These rights and obligations include, but are not limited to, those described in the following sections: **Sections 11 to 18 (Fees and billing)**, **Section 34 (Responsibility for the equipment)**, **Sections 43 to 44 (Warranties and liabilities)**, **Sections 47 to 49 (Your personal information)** and this **Section 52**.

### Contacting Us

**53. Contract available in alternative formats.** You can request alternative formats and find more information about our accessibility services by contacting us (see **Section 55**).

**54. Internet and television trial period for people with disabilities.** If you (or a member of your household) are an Internet or television services customer with a disability, you are entitled to a **30**-day trial period to determine whether the Internet or television service and related equipment meet your needs. During any such applicable Internet trial period, your available Internet usage will be equal to the monthly Internet usage of your selected plan. For further information, please contact us (see **Section 55**).

**55. Customer Service.** For any question, contact us by phone at **1 877 627-5283**.

**56. Complaints.** If you have a complaint that we have not been able to resolve to your satisfaction, you can contact the Commission for Complaints for Telecom-television Services ("**CCTS**"): P.O. Box 56067, Minto Place RO, Ottawa (Ontario) K1R 7Z1. Toll free: **1 888 221-1687**. TTY: **1 877 782-2384**. Fax: **1 877 782-2924**. Email: [response@ccts-cprst.ca](mailto:response@ccts-cprst.ca). Website: [ccts-cprst.ca](http://ccts-cprst.ca).

**57. CRTC's Internet Code and TVSP Code.** You can find information at [crtc.gc.ca](http://crtc.gc.ca).

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### Commitment to Privacy

At Maskatel, we value the trust you place in us when sharing your personal information. We make every effort to be transparent about what information we collect, why we collect it, what we do with it and with whom we might share it.

This is our commitment to you:

1. We commit to being accountable to you for how we collect, use and disclose your personal information.
2. We will inform you of the ways your personal information is being collected, used or disclosed. We may do this through our Privacy Policy, our Terms of Use or our websites.
3. We only collect, use or disclose your personal information if we have your consent, or in circumstances where your consent isn't necessary (such as an emergency situation).
4. We only collect your personal information in fair and legal ways. We limit our collection of your personal information to the purposes identified in advance to you.
5. We use or disclose your personal information for the reasons it is collected, when it is otherwise allowed, or as required by law. We keep the information only as long as we need to, or as required by law.
6. We correct your personal information when you inform us of mistakes or let us know updates are required.
7. We do our best to keep your personal information safe, and ensure we use appropriate physical, technical and administrative safeguards appropriate to the sensitivity of the information. If we transfer your personal information to our suppliers, we ensure your information is appropriately protected.
8. We make information available to you about our information management policies and practices.
9. We will provide you with access to the personal information we hold about you upon written request, unless restricted by law.
10. We are here to listen, and to help. If you have concerns, please contact us at [avislegal@maskatel.qc.ca](mailto:avislegal@maskatel.qc.ca).

### **Schedule A Responsible Use of Services**

Abuse or misuse of our services or our network impacts our customers and is something we take very seriously – **and which could result in the cancellation of this Contract (see Section 50) or lead to criminal or civil charges.** Remember that the services include Our Equipment. We may modify, remove or disable the software used in Your Equipment so that Your Equipment no longer works or immediately suspend, restrict, change or cancel all or part of your services or take other necessary protective measures if we have reasonable grounds to believe there is a breach of any of these provisions (including by any user, authorized or not). For example, you are prohibited from:

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

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

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

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

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

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

**(g)** attempting to receive any service without paying the applicable fees, modifying or disassembling Our Equipment, changing any identifier we issue or issued by one of Our Companies, attempting to bypass our network or rearranging, disconnecting, removing, repairing or otherwise interfering with the services, Our Equipment or our facilities;

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

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

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

**Fair network access, efficient operation and responsible use of the services.** We work hard to ensure fair network access to all users and the continuous, efficient operation of our Internet services. We may manage network resources using methods which include:

**(a)** prioritization or deprioritization of network access; and **(b)** Internet traffic management practices such as allocation of bandwidth (which may impact speeds), filtering for spam and malicious or illicit content, anti-virus mechanisms or other measures to protect the integrity of the network (such as the blocking of your traffic or other traffic in the event of denial of service attacks), all in a manner consistent with applicable law. For a description of our Internet traffic management practices, please visit [maskatel.ca/en/residential-services/legal-and-regulatory](http://maskatel.ca/en/residential-services/legal-and-regulatory).

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

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

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

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

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

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

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

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

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

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

The merchant is bound to minimize his damages.

It is in the consumer's interest to refer to sections 116, 150.10, 150.11 and 150.13 to 150.17 of the Consumer Protection Act (chapter P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.

**Schedule C  
Equipment Non-Return Fees**

| <b>Equipment</b>                 | <b>Fee</b>   | <b>Equipment</b>                                | <b>Fee</b>   |
|----------------------------------|--------------|-------------------------------------------------|--------------|
| Receiver Amino Kamai 7XM         | <b>\$250</b> | (ONT) Wireless router CALIX fil GigaCenter 844G | <b>\$250</b> |
| Receiver Amino Amulet 7XM        | <b>\$400</b> | (ONT) Wireless router CALIX GigaCenter 844E     | <b>\$250</b> |
| (ONT) Wireless router CALIX u6xw | <b>\$300</b> | (ONT) Wireless router CALIX 804 Mesh Dual       | <b>\$100</b> |
| (ONT) Wireless router CALIX u4m  | <b>\$150</b> | (ONT) Wired router CALIX 813G                   | <b>\$200</b> |

**Contract Entered Into in Person**

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

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Customer

\_\_\_\_\_

Representing Groupe Maskatel Québec L.P., carrying business under the trade names Téléphone de Saint-Victor, Téléphone Saint-Éphrem, Téléphone Upton and Xittel Telecommunications

- End of Contract -