

## **BUSINESS WEB HOSTING AGREEMENT**

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS OUT THE TERMS AND CONDITIONS, THE RULES OF ACCEPTABLE USE AND THE RULES OF USE OF DIGITAL CONTENT ACCORDING TO WHICH THE WEB HOSTING SERVICE OF VIDEOTRON G.P. (“**VIDEOTRON**”) IS PROVIDED TO VIDEOTRON’S BUSINESS CUSTOMERS. BY REQUESTING ACTIVATION OF THE WEB HOSTING SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY EACH AND EVERY PROVISIONS HEREOF. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE VIDEOTRON WEB HOSTING SERVICE AND ALL THE ATTACHED SCHEDULES, YOU MUST NOT BEGIN TO USE THE SERVICE.

This Agreement (the “**Agreement**”) is made between you and every person who uses the Service through your computer(s) (hereinafter collectively referred to as the “**Customer**” or “**you**”) and **VIDEOTRON** regarding the use of the Service. The Customer agrees and shall comply with the terms and conditions set out herein, and shall also ensure that every person using the Service is made aware of and complies with the terms and conditions set out herein.

### **1. SERVICES**

- a) **Service or Services:** Subject to the terms and conditions of this Agreement, VIDEOTRON undertakes to provide the Customer with the following Services:
- A Web Hosting Service as more fully described on the Website [www.vidotron.com/business](http://www.vidotron.com/business);
  - One or more email boxes attached to the Customer’s domain name according to the chosen Hosting Service (the “Email Boxes” or an “Email Box”);
  - An online technical support service to assist the Customer during configuration of the Service and to ensure its efficient operation; and
  - A digital content service as more fully described in Schedule “B” appended to this Agreement.
- b) **Specifications:** the specifications related to the Services, which are described in the account statement transmitted to the Customer by VIDEOTRON. Payment by the Customer of his account statement constitutes confirmation that the Specifications contained therein conform with the agreement between the Customer and VIDEOTRON.
- c) **Provision of Services:** VIDEOTRON shall provide the Service to the Customer on a shared server. VIDEOTRON may fulfill its obligations through its affiliates, mandataries or subcontractors (the “**Third Party Providers**”), without thereby being released from its obligations under this Agreement.
- d) **Additional Services:** VIDEOTRON also undertakes to provide the Customer, on request, with the following additional Services, or any other service that may be made available by VIDEOTRON to its customers from time to time:
- Additional Email Boxes;
  - MS-SQL databases; and
  - Redirection of one or more domain names.
- e) **Modification of the Services:** VIDEOTRON may modify the Services or any other provision of this Agreement, including the fees stipulated in paragraph 2a), upon no less than thirty (30) days’ prior notice to the Customer at his email address or by mail. However, no prior notice will be required in case of emergency or when the modification of the Services does not significantly affect VIDEOTRON’s deliverables regarding this modification and this modification has no consequence for the fees payable by the Customer. By settling the account statement accompanying any notice of modification of this Agreement, the Customer shall be irrevocably deemed to have accepted the modification.

If applicable, the Customer will be liable for the adjustment of his Website to conform to the modifications thus made.

However, the Customer may, within such thirty (30) days delay, terminate this Agreement or request that it be modified in the manner set forth in paragraph 3d) hereof, failing which the Customer shall be irrevocably deemed to have accepted the modifications covered by the notice.

- f) **Software and equipment requirements:** To use the Service, the following minimum equipment and software requirements must be met:
- (i) *Desktop/operating system* – Windows 98/OSX;
  - (ii) *Browser* – Internet Explorer 6, Mozilla 1.6, Firefox 0.9, Netscape 7.1, Safari 1.0, or a later version of one of them;
  - (iii) *Internet* – High-speed connection recommended.

## 2. PAYMENT FOR SERVICES

- a) **Charges payable by the Customer:** Commencing from the Effective Date (as defined in paragraph 3a) hereof), in consideration of the provision of Services to the Customer, in accordance with the Specifications, the Customer undertakes to pay VIDEOTRON the amount corresponding to the minimum monthly charges indicated in the account statement (the "Minimum Monthly Charges"). The Customer also undertakes to pay VIDEOTRON any other charges related to the additional Services (the "Additional Charges") that might be required by the Customer from time to time, in accordance with paragraph 1d) above. The charges stipulated in this Agreement may be modified by VIDEOTRON from time to time in accordance with paragraph 1e). The list of VIDEOTRON charges currently in force is available on VIDEOTRON's Website ([www.vidotron.com/business](http://www.vidotron.com/business)) or by contacting customer business service.
- b) **Taxes:** All applicable taxes are in addition to the charges described in paragraph a) above.
- c) **Billing:** The charges are payable on the due date indicated in the account statement sent to the Customer (by mail or via electronic distribution mode) or by preauthorized payment deducted from the Customer's account or by preauthorized debit to the Customer's credit card. In the event that the charges remain unpaid after the due date, they will bear interest at the rate of 1.5% per month (19.56% per year), calculated and compounded daily as of the due date. As long as charges remain unpaid, VIDEOTRON will issue an account statement on a monthly basis. Any partial payment made by the Customer will first be applied to the accrued interest and then to the unpaid capital, starting with the overdue amounts due the earliest with respect to the payment date.
- d) **Monthly charges:** The Minimum Monthly Charges and the Additional Charges shall be billed in advance for the Services to be provided to the Customer, all in accordance with the Specifications. The charges payable for the provision of the Services for a portion of period shall be prorated to the number of days of availability of the Services to the Customer in proportion to the total number of days in such period. Advanced payment on a non-monthly basis is only a term of payment and does not grant the Customer any advantage whatsoever or protection against any rate increase applicable to any portion of period for which the Customer's last payment was received. However, this paragraph d) does not apply to the charges and terms of payment that may be applicable during certain promotion periods.
- e) **Credit record:** The Customer authorizes VIDEOTRON to verify his credit record with the relevant institutions and to enter the credit information obtained in his customer file. In the event that, in VIDEOTRON's opinion, the Customer represents a financial risk, it may require a prepayment for certain Services or any other security that VIDEOTRON will consider reasonable. The Customer has disclosed any material fact or information concerning his financial position that could have the effect of altering his capacity to honour the commitments he has contracted under this Agreement.
- f) **Overdue account:** In the event that (i) the account sent by VIDEOTRON to the Customer falls overdue or (ii) the Customer fails to comply with the provisions of this Agreement, VIDEOTRON may refuse to provide the Customer with any additional Service pending complete payment of the overdue account and interrupt the Services in accordance with the provisions of paragraph 3g) of this Agreement. During such an interruption of Services, access to the Customer's Website will be interrupted and the site will be "archived" for a maximum period of thirty (30) days (the "Archiving Period"). If the invoice is not settled before the end of the Archiving Period, the site will be deleted from the archives. VIDEOTRON may not be held liable for any error, loss of information or any other incident that may occur during the Archiving Period or after the site has been deleted. The deleted sites will be archived for a maximum period of seven (7) days before being permanently eliminated. The recovery of an archived Website during the seven (7) day access period will be at VIDEOTRON's sole discretion, at the time it will see fit, provided that this is commercially reasonable. Additional charges might have to be paid by the Customer. As long as the account is not settled, an error message or another message will be displayed on the screen of any users attempting to consult an archived Website. This message, which will be of a technical nature (e.g., error, Website temporarily unavailable) and will not contain any explanation on the reason of its display.
- g) **Overpayment:** Any overpayment by the Customer will be applied to the next account statement. In the event that an overpayment remains and VIDEOTRON ceases to provide Services to the Customer and the Customer does not owe VIDEOTRON any amount, VIDEOTRON shall reimburse the Customer within forty-five (45) days of termination of the Services.

### 3. TERM AND TERMINATION OF THE AGREEMENT

- a) **Term and termination by the Customer:** Subject to the provisions hereinafter set forth, this Agreement shall come into force on the activation date of the Services provided by VIDEOTRON or any other provider to the Customer (the "Effective Date") and shall have a minimum term of twelve (12) months (the "Term"), which shall be automatically renewed for additional successive twelve (12) month periods, unless prior written notice is transmitted by one of the parties at least thirty (30) days before the end of the Term or any renewal, as the case may be. The Customer cannot unilaterally terminate the Services without cause and expressly waives the exercise of the right or privilege under Section 2125 of the Quebec Civil Code. However, VIDEOTRON grants the Customer the right to terminate all or part of the Services, only to the extent that the Customer pays immediately, in addition to the Minimum Monthly Charges and the Additional Charges owed at the time of termination, termination charges corresponding to half the Minimum Monthly Charges for the rest of the Term or any renewal, as the case may be. The termination will take effect thirty (30) days after receipt of the notice by VIDEOTRON. Notwithstanding the foregoing, the Customer may, at any time, on at least thirty (30) days' written notice to VIDEOTRON, ask for a subscription to another category of Web Hosting Service, without having to pay termination charges. In that case, the Customer agrees that the Term will be automatically renewed for a minimum period of twelve (12) months, subject to the terms and conditions of this Agreement, and automatically renewable in accordance with the provisions set forth above.
- b) **Promotion:** If the subscription is part of a promotion offered by VIDEOTRON whereby the Customer benefits from lower charges than those he would have been required to pay without such promotion, the subscription shall be for the period covered by the promotion (the "Promotion Period") and may not be terminated before such period ends. Upon expiry of the Promotion Period, the subscription shall be automatically renewed under the same conditions or at the regular rate in force for this type of subscription, in accordance with the conditions or rates applicable to such promotion, unless VIDEOTRON receives a notice of non-renewal from the Customer within ten (10) days preceding the expiry of the Promotion Period. This paragraph does not apply when the Customer ask for a modification of Service in accordance with paragraph 3a), during the Term or any renewal, as the case may be, for a Service of an equal or smaller value.
- c) **Termination within the context of a promotion:** In the event that, despite the provisions of paragraph 3b), the Customer terminates a subscription made within the context of a promotion before the end of the Promotion Period, the Customer shall pay VIDEOTRON, as damages, a penalty equivalent to half the Minimum Monthly Charges for the rest of Term or of any renewal, as the case may be.
- d) **Modification:** Where the provisions of paragraph 1e) apply, the Customer either may terminate this Agreement, or ask VIDEOTRON to modify the Services provided to the Customer or the Term, effective on the date of transmission of the notice transmitted to the Customer at his electronic address, provided that the Customer has transmitted a written notice to that effect to VIDEOTRON within thirty (30) days of receipt of the notice.
- e) **Termination of the Services by VIDEOTRON:** VIDEOTRON may refuse or cease to provide the Services in whole or in part, without indemnity for the Customer, particularly if:
- (i) the Services required from another carrier are not available or if VIDEOTRON must incur unusual expenses that the Customer refuses to assume; or
  - (ii) VIDEOTRON is not satisfied with a credit investigation conducted in accordance with paragraph 2e) and the Customer refuses to give the required deposit, or the Customer has an outstanding account with VIDEOTRON.

Subject to the foregoing and the provisions of subparagraphs f), g) and h) of this paragraph 3, VIDEOTRON may, at any time, terminate this Agreement on at least thirty (30) days' notice to the Customer.

- f) **Default:** VIDEOTRON may, at any time, terminate this Agreement or interrupt the Services without notice and without prejudice to any of its rights against the Customer in the event that the Customer fails to comply with one of the provisions of this Agreement.
- g) **Interruption or termination due to an outstanding account:** VIDEOTRON may interrupt the Services or terminate this Agreement if the Customer fails to pay an account by its due date, upon prior written notice of at least five (5) days to the Customer, indicating the reason and scheduled date of interruption of the Services, the amount owed by the Customer and, as the case may be, the charges for restoration of the Services, the Agreement termination charges if the payment is not made by the Customer within such period of five (5) days and any other charges payable to VIDEOTRON. Termination charges mean: i) the amount owed by the Customer to VIDEOTRON in accordance with this Agreement; and ii) half the Minimum Monthly Charges for the rest of Term or of any renewal, as the case may be. Following termination of the Agreement, VIDEOTRON shall reimburse the Customer, if applicable, for the overpaid portion of its Minimum Monthly Charges. The Customer may contact VIDEOTRON's Customer Service for any comment or information to this effect.

- h) **Bankruptcy and insolvency:** This Agreement shall be terminated as of right without any notice being required in the event that the Customer becomes insolvent, makes a general assignment of his property for the benefit of his creditors or is declared bankrupt, if an order of receivership or liquidation is rendered against him or if he attempts to rely on any law governing insolvency, bankruptcy or arrangement with creditors.
- i) **Effects of the termination for VIDEOTRON:** Upon termination of this Agreement, all of VIDEOTRON's obligations under this Agreement shall be extinguished.
- j) **Deletion of information on the Customer:** VIDEOTRON reserves the right to delete, at the time the Service is terminated, all the information relating to the Customer's account, including the information on order processing, the database, the mailing lists and all the Web pages created by the Service.
- k) **Effect of the termination for the Customer:** Upon termination of this Agreement for any reason whatsoever, it is the sole responsibility of the Customer to ensure that his Website has been removed from VIDEOTRON's servers and that his site and his emails have been saved before termination. VIDEOTRON cannot be held liable for data losses resulting from the termination. It may be possible to recover the Customer's Website in exceptional circumstances, at VIDEOTRON's discretion and subject to payment of the applicable charges.

#### 4. USE OF THE SERVICES: OBLIGATIONS OF THE CUSTOMER

- a) **Lawful conduct:** The Customer undertakes to use the Service only for lawful purposes under all the applicable international, federal, provincial and municipal laws. The Customer undertakes not to store, link to, transmit, advertise or make available any images or materials that are obscene, threatening, offensive, malicious, defamatory, hateful, discriminatory, racist or ethnically reprehensible. The Customer undertakes not to use the Service for commercial purposes, carry on any activity or solicit the performance of any activity to the extent that such use is illegal, defamatory or contravenes any VIDEOTRON policy. Any breach of this provision or of any other provision of the Agreement may lead to the termination of the Service, with or without notice, at VIDEOTRON's sole discretion, based on the severity of the breach, and without the Customer being entitled to any refund or credit.
- b) **Acceptable use:** The Customer shall use the Service at all times in accordance with VIDEOTRON's Rules of Acceptable Use appended in Schedule "A" and as updated and amended from time to time. The Customer shall not harm the reputation, computer systems or programming of VIDEOTRON, as well as other users of the Service. The Customer undertakes not to tamper with, alter or otherwise rearrange the Service nor shall he permit or assist others in using it abusively or fraudulently, including but not limited to using the Service, in a manner that unreasonably interferes with the Service or VIDEOTRON's network, or deprives other persons of access to it; for any purpose or in any manner directly or indirectly contravening the applicable laws or the rights of third parties, or so as to avoid paying the charges prescribed in this Agreement. The Customer undertakes to follow the generally recognized rules of "netiquette" when he sends messages or emails to news groups.
- c) **Prohibited use:** The Customer may not compile or install binary files other than those supplied by VIDEOTRON. VIDEOTRON does not make C compilers available and the PERL binary files supplied will not have network support (for example, the pH console, [ftp.pl](#), etc).
- d) **Registration of domain names:** Registration of domain names, and the maintenance and renewal of their registration with responsible bodies, are not included in the Services and are the exclusive responsibility of the Customer. As the case may be, the Customer will be referred to VIDEOTRON Customer Service or to the [www.videotron.com/business](http://www.videotron.com/business) Website, where he will be redirected to the appropriate bodies.
- e) **Security:** The Customer is responsible for preserving the confidentiality of its passwords. VIDEOTRON reserves the right not to change the passwords if the Customer does not identify himself adequately. In particular, it may require the Customer's signature. The Customer is also responsible for taking the necessary and adequate precautions to protect his software, records, data and equipment against the inherent risks of Internet use, including, in particular, and without limitation, the unauthorized use of data, viruses or corruption of computer files. The Customer also undertakes to ensure adequate control of the access and security policies and standards imposed on his end users during use of the Services, taking the required security measures regarding the hyperlinks included on his Website. VIDEOTRON cannot be held liable for the Customer's default in protecting himself adequately against such risks.
- f) **Confidentiality:** The Customer is solely responsible for the transmission of confidential information through the Services. VIDEOTRON does not warrant in any way the confidentiality of the data transmitted through the Services.

- g) **Customer's responsibility for end users:** The Customer agrees to cause all persons using the Services through his computers or account, including the employees, independent subcontractors, consultants, Web designers, programmers, mandataries, volunteers and other service providers, to be made aware of and agree to be bound by and comply with the terms and conditions of this Agreement, including the Customer's obligations regarding the use of the Services. The Customer shall be solely responsible and liable for any breach of the terms and conditions of this Agreement, whether the breach results from the use of the Services by the Customer, or by the use of the equipment, computers, account or Services of the Customer by any other end users whether or not such use was authorized by the Customer.
- h) **Backup requirements:** The Customer shall ensure that all files are adequately backed up and that they can be recovered in the event of a service failure or outage.
- i) **Customer Space and traffic:** The Customer shall ensure that his use of the Services does not exceed the space and traffic limits stipulated in the Specifications regarding all of the Services purchased. The Customer acknowledges that VIDEOTRON reserves the right to bill him for additional charges, as indicated on the [www.vidotron.com/business](http://www.vidotron.com/business) Website, if the bandwidth or the hosting space he uses exceed the limits of all of the Services purchased; VIDEOTRON may also propose to the Customer to migrate his Service to another Web Hosting Service, depending on his needs for use, traffic and space. Subject to the availability of such a Hosting Service, if the Customer refuses the migration of its Service, VIDEOTRON reserves the right to continue to bill additional charges or terminate the Service in question at any time. The termination charges stipulated in paragraph 3a) above will then apply.
- j) **File Upload:** The Customer is responsible for the uploading of files to their Website, maintenance and backup of their content. The Customer must keep a copy of the Website for the upload of files and content in his hosting space.
- k) **Customer's scripts:** The use of scripts is the Customer's responsibility, including everything the provisioning, upload, management and troubleshooting (unless it's server related) of Customer's scripts. The Customer may use his own scripts on the server, without administrative authorization. However, if VIDEOTRON determines, at its sole discretion, that the scripts disrupt the operation of its servers, VIDEOTRON reserves the right to immediately disable the scripting, without notifying the Customer in advance. The Customer will be notified once disabling has occurred. More specifically, if a script is found to over-utilize the server, access to the Web directory in which the scripts are saved will be disabled and the Customer's scripts will be rendered useless. It is then the responsibility of the Customer to modify any problem script and prove that he has corrected the problem. VIDEOTRON will turn the scripting back on after receipt of the details of the modifications in writing. The reactivation delay is normally three (3) days. If the script is still problematic, the Customer will be deprived of any access to the Web directory in which the scripts are saved. In such a case, the Customer shall modify his script again and prove to VIDEOTRON that it is now better and more efficient, which will be confirmed by VIDEOTRON, at its sole discretion. Once VIDEOTRON is satisfied with the replacement of the old script with the new script on the server, it will turn the scripting back on. If the problem persists, the Customer will be permanently deprived of the possibility of using any script. All scripts should be enabled to access files or directories within their own root level. Nothing will be "**registered on the server**" under any circumstances. If a script does not function because of calling outside its directory, VIDEOTRON will not modify it and will not offer assistance: it is the Customer's responsibility to modify his script so that it functions adequately.
- l) **Information on the Customer's account:** The Customer shall keep VIDEOTRON informed of any change made to his address, telephone number, email address, domain name or fax number. The Customer must, in particular, maintain his billing telephone number, and the contact information of the resource person designated for administrative services, up to date.
- m) **Email Boxes:** The Customer is solely responsible for his Email Box(es) and the use made thereof. VIDEOTRON shall not be held liable for any claim that may result from the suspension of an Email Box in case of termination of this Agreement for any reason whatsoever.
- n) **Customer's obligation to indemnify VIDEOTRON:** Notwithstanding any other provision of this Agreement, the Customer is responsible for the content of his Website, and he acknowledges that the content is not owed by VIDEOTRON and that it has no control over the content, the availability, accuracy, security or any other aspect of any of the site's information, including, but not limited to, personally identifiable information, data, files, images or content in any form whatsoever (collectively, the "**Information**") to which the Customer or his end users have access, or to which they give access, through the Service. It is not part of VIDEOTRON's practices to supervise the use made of the Service by the Customer or his end users, although it reserves the right to do so if the circumstances justify it, and, subject to what is set forth in this Agreement, it has no control over the use of the Service by the Customer or by his end users.

The Customer represents and warrants to VIDEOTRON that, as of the Effective Date, the Customer has all the rights necessary to enter into this Agreement, including, without limitation, all copyrights in the content of any of the Customer's hosted material and all

rights of publicity with respect to any authors, artists, text material, images, sound or video provided by Customer to VIDEOTRON associated with the content of the hosted material. Without limiting the generality of the foregoing, the Customer represents and warrants that he holds, directly or under license, the copyrights, trade-marks, patents and all the other rights required for the provision of the Services and no element of the hosted site infringes third-party rights. VIDEOTRON can require at any time proof that the Customer has acquired the necessary rights and authorizations. The Customer grants VIDEOTRON a non-exclusive license that is not assignable with regards to these elements, for the duration of the Agreement, in order to render the Services.

The Customer also undertakes to hold harmless, indemnify and defend VIDEOTRON and its affiliates, mandataries and any third-party provider against:

- (i) any claim, action, suit, damages, costs (including reasonable legal costs), liabilities, judgments or settlements arising or resulting from any infringement or misappropriation of any copyright, patent, trade-mark, trade secret, data, music, image or other proprietary or property right, false advertising, unfair competition, defamation, litigation or dispute, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation or any other right of any person or entity regarding the content of the Customer's Website; and
  - (ii) any claim made by a third party, including the end users and distributors, regarding (i) use of the Service (and the related equipment and software); (ii) transmission of Information by the Customer or by a third party; (iii) disclosure by any means of any personally identifiable or confidential information provided to the Customer by third parties, when the Customer was under the obligation not to disclose it, or (iv), the Customer's failure to comply with his obligations under the Agreement. VIDEOTRON will be authorized to participate in the defence and settlement of such a claim.
- o) **Use of software:** Notwithstanding any other provision to the contrary in this Agreement, the Customer who uses the software required to provide the Services accepts to be bound by any licensing agreement related to the said software used. VIDEOTRON is not liable for any breach by the Customer of any licensing agreement and the Customer shall hold harmless and indemnify VIDEOTRON, including all the legal costs and any other cost, if a court having jurisdiction holds VIDEOTRON liable for any breach by the Customer of a licensing agreement. Since VIDEOTRON continually upgrades its Services with the software owners, the terms and conditions of their respective licensing agreements are subject to change at any time, without prior notice.
- p) **Resale:** Notwithstanding any other provision to the contrary in this Agreement, the Customer acknowledges that the resale of the Services is prohibited hereunder.
- q) **Maintenance of the provisions:** The conditions of this paragraph 4 remain in force even if the Agreement is terminated.

## 5. USE OF THE SERVICES: RIGHTS AND OBLIGATIONS OF VIDEOTRON

- a) **VIDEOTRON's right to refuse to provide the Service:** VIDEOTRON reserves the right to immediately suspend, terminate or refuse to provide the Service to the Customer, without notice or right to any refund, if it considers that any part of the content of the Customer's Website, or of sites to which the Customer's Website gives access, is considered illegal, misleading or obscene, or otherwise contravenes, at VIDEOTRON's sole discretion, to VIDEOTRON's Rules of Acceptable Use in force. VIDEOTRON generally does not control the content of its customers' Websites or the content of the sites to which they give access, but it reserves the right (which is not an obligation) to control or remove without notice any offensive or contestable content or link, at its sole discretion or upon order of a court or regulatory agency. The Customer will be responsible for any charges incurred by VIDEOTRON as a result of the breach of this paragraph by the Customer.
- b) **Migration to another Web Hosting Service:** If the Customer's Website hinders the efficient operation of the server or gives rise to complaints by other users, the Service will no longer meet the Customer's needs and he will have to move his site to another Web Hosting Service. VIDEOTRON reserves the right to terminate the Service if the Customer refuses the migration of his site. In such a case, the termination charges stipulated in paragraph 3a) of this Agreement will apply. It is understood that if no Web Hosting Service meets the Customer's needs and if VIDEOTRON decides to terminate the Service for this reason, no termination charges will then apply.
- c) **Right to define what constitutes abusive use:** VIDEOTRON reserves the right to define what constitutes an abusive use of the Service, which may consist of, but not limited to, impact on one or more of the following: usage network, database links, database size, email storage, including the storage duration, email spamming and central unit usage.

**Confidentiality of information on the Customer:** The Customer confirms that his personal information provided to VIDEOTRON is accurate and he acknowledges that he has been informed: i) that this personal information will be used for

management of his customer file (credit, billing, collection); ii) that the information contained in his customer file will be accessible when necessary in relation to the object of this file to employees or mandataries of VIDEOTRON in the performance of their duties; and iii) that his customer file will be kept at VIDEOTRON Customer Service, the contact information of which is indicated in the Customer's account statement, to which he will have to transmit any request for access or rectification of personal information. The Customer undertakes to inform VIDEOTRON promptly of any change in the personal information he has provided to VIDEOTRON. Unless the Customer provides express consent or disclosure is pursuant to a legal power, all information kept by VIDEOTRON regarding the Customer, other than the Customer's name, address and listed telephone number, is confidential and may not be disclosed by VIDEOTRON to anyone other than:

- i) the Customer;
- ii) a person who, in the reasonable judgment of VIDEOTRON, is seeking the information as an agent of the Customer;
- iii) another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose;
- iv) a company involved in supplying the Customer with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; or
- v) an agent retained by VIDEOTRON in the collection of the Customer's account, provided the information is required for and is to be used only for that purpose.
- vi) a public authority or agent of a public authority, for emergency public alerting purposes, if a public authority has determined that there is an imminent or unfolding danger that threatens the life, health or security of an individual and that the danger could be avoided or minimized by disclosure of information.

Express consent may be taken to be given by the Customer where the Customer provides:

- a) written consent;
- b) oral confirmation verified by an independent third-party;
- c) electronic confirmation through the use of a toll-free number;
- d) electronic confirmation via the Internet
- e) oral consent, where an audio recording of the consent is retained by the carrier; or
- f) consent through other methods, as long as an objective documented record of customer consent is created by the Customer or by an independent third party.

## 6. SERVICES, SOFTWARE AND DOCUMENTATION

Title to the Service, including all of the related software, hardware and documentation provided by VIDEOTRON and used by the Customer or his end users hereunder shall at all times remain with VIDEOTRON and the Customer and his end users hereby acknowledge that they do not acquire any title of property in the Service or the intellectual property related thereto.

## 7. INTERNET PROTOCOL (IP) ADDRESSES

VIDEOTRON will assign an IP address to the Customer and will retain control and ownership thereof. The Customer may use this IP address only with VIDEOTRON's authorization, and VIDEOTRON reserves the right, at its sole discretion, to modify or eliminate any number or any IP address. Note: it is recommended that the Customer use his domain name instead of his IP address for scripts or for any other automated tasks, since the IP address may be modified.

## 8. WARRANTY

- a) **Services "as is"**: The Customer acknowledge that VIDEOTRON does not warrant:
  - (i) Absence of interruption, defect or slowdown of the Services;
  - (ii) The content, availability, accuracy or any other aspect of any information, including, without limitation, all data, files and all other information or content, in any form or of any type, accessible or made available to or by the Customer or his end users through the Service;
  - (iii) Without limiting the generality of the foregoing, VIDEOTRON is not liable for any infringement of copyrights or trademarks, misrepresentations or acts of unfair competition arising from information transmitted or received through the Services; and
  - (iv) That any error, virus, intrusion attempt, security breach or any other form of hacking, may be detected and solved by VIDEOTRON, in particular to make infringement copies of the content of any Customers hosting material.

VIDEOTRON is authorized to interrupt the Service from time to time for the purpose of ensuring its efficient operation.

- b) The warranties provided in this Agreement are in lieu of all other warranties and conditions, express, implied or statutory, including any warranty of merchant quality, fitness of a particular purposes, non-infringement, or availability or reliability of the Service, to the extents permitted by applicable laws.

## 9. INDEMNIFICATION

The Customer shall indemnify and hold VIDEOTRON, its affiliates and their respective directors, officers and employees harmless from and against any and all damages, liabilities, losses, costs and expenses of any kind, (including reasonable legal costs) suffered or incurred by VIDEOTRON or its affiliates and their respective directors, officers and employees, and resulting or arising from any claim alleging that the Customer's domain name or Website, or any part thereof, infringes in any manner any intellectual property right of any third party or contains material or information that are obscene, defamatory, infringes any individual's right to publicity, confidentiality, privacy or contains any virus.

## 10. LIMITATION OF LIABILITY

- a) THE CUSTOMER ACKNOWLEDGES THAT VIDEOTRON'S LIABILITY AND THE CUSTOMER'S AND END USERS' EXCLUSIVE REMEDY RELATED TO THE NON-PERFORMANCE OF THE SERVICE SHALL BE: I) REPAIR OR ADJUSTMENT OF THE SERVICE, OR II) WHEN THE SERVICE CANNOT BE REPAIRED OR ADJUSTED, AN EQUITABLE CREDIT NOT TO EXCEED THE CHARGES INVOICED TO THE CUSTOMER FOR THE PORTION OF THE SERVICES WHICH WERE NON-PERFORMING.
- b) EXCEPT IN CASES OF GROSS NEGLIGENCE OR DELIBERATE FAULT ON ITS PART, VIDEOTRON SHALL NOT BE LIABLE TO THE CUSTOMER, HIS END USERS OR ANY OTHER INDIVIDUAL FOR DAMAGES IT OR PERSONS UNDER ITS CONTROL MAY CAUSE, REGARDLESS OF THEIR NATURE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VIDEOTRON SHALL NOT BE LIABLE FOR MATERIAL LOSS (INCLUDING LOSS RELATING TO SOFTWARE) RESULTING FROM A CHANGE IN SOFTWARE CONFIGURATION, COMPUTER VIRUS, CONTENT, USE, VALIDITY OR QUALITY OF THE SERVICES PROVIDED THROUGH THE INTERNET, INTERNET BREAKDOWN, LOSS OR DESTRUCTION OF DATA DUE TO INTRUSION OR OTHERWISE OR UNAUTHORIZED INTERCEPTION OF COMMUNICATIONS OR DELAY IN THEIR TRANSMISSION OR RECEIPT. SHOULD VIDEOTRON NONETHELESS BE FOUND RESPONSIBLE FOR A LOSS OR DAMAGE OF ANY NATURE WHATSOEVER, ITS LIABILITY SHALL BE LIMITED TO CREDITING THE CUSTOMER AN AMOUNT EQUAL TO THE MINIMUM MONTHLY CHARGES PAYABLE BY THE CUSTOMER FOR A MAXIMUM PERIOD OF ONE MONTH.
- c) VIDEOTRON WILL NOT BE LIABLE, FOR ANY CAUSE WHATSOEVER, OF ANY LOSS OR COSTS RELATING TO ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING RELATED TO THE USE OF THE SERVICES BY THE CUSTOMER OR BY A THIRD PARTY FROM THE PASSWORD OR THE USER NAME ASSIGNED BY VIDEOTRON TO THE CUSTOMER, TO THE EFFECT THAT INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF THIRD PARTIES HAVE BEEN VIOLATED.
- d) NOTWITHSTANDING PARAGRAPH B) ABOVE, IF THE INTERRUPTION OF SERVICES IS DIRECTLY ATTRIBUTABLE TO VIDEOTRON, VIDEOTRON'S LIABILITY SHALL BE LIMITED TO CREDITING, UPON WRITTEN REQUEST BY THE CUSTOMER, THE MINIMUM MONTHLY CHARGES, PROPORTIONALLY TO THE DURATION OF THE INTERRUPTION IN RELATION TO THE TOTAL PERIOD FOR WHICH THE CUSTOMER MUST PAY MINIMUM MONTHLY CHARGES, CALCULATED ON AN HOURLY BASIS, PROVIDED THE FOLLOWING CONDITIONS ARE MET: I) THE CUSTOMER HAS NOTIFIED VIDEOTRON IN WRITING; II) THE INTERRUPTION LASTED FOR A PERIOD OF AT LEAST FORTY-EIGHT (48) CONSECUTIVE HOURS AFTER THE NOTICE; AND III) THE CUSTOMER HAS SENT A WRITTEN REQUEST FOR CREDIT TO VIDEOTRON WITHIN FIFTEEN (15) DAYS FOLLOWING SUCH NOTICE.
- e) FOR GREATER CERTAINTY AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CUSTOMER ACKNOWLEDGES THAT VIDEOTRON SHALL NOT BE LIABLE FOR:
  - (I) ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSECUTIVE DAMAGES, ANY LOSS OF PROFITS OR REVENUE, BUSINESS OPPORTUNITIES, DATA OR USE OF ANY INFORMATION SYSTEM, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF THE SERVICE, OR OCCURRING WITHIN THE CONTEXT THEREOF, EVEN IF VIDEOTRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS; AND
  - (II) THE USE OF THE SERVICE PROVIDED BY VIDEOTRON JOINTLY WITH A SERVICE, PRODUCTS OR MATERIAL OF THE CUSTOMER OR OF A THIRD PARTY; AND
  - (III) THE CUSTOMER'S FAILURE TO COMPLY TO HIS OBLIGATIONS UNDER THIS AGREEMENT.

- f) VIDEOTRON MAY OFFER CERTAIN SERVICES TO EXISTING OR NEW CUSTOMERS FREE OF CHARGE FOR PURPOSES OF PROMOTIONS (THE "PROMOTIONAL SERVICES"). IN SUCH AN EVENT, VIDEOTRON SHALL UNDER NO CIRCUMSTANCES OWE ANY AMMOUNT WHATSOEVER TO ITS CUSTOMERS WHO DO NOT ENJOY THE BENEFIT OF THE PROMOTIONAL SERVICES.

## 11. ADDITIONAL PROVISIONS

- a) **Force majeure:** Except for payment obligations, if the performance of this Agreement by one of the parties is prevented, in whole or in part, by circumstances beyond his reasonable control, including, but not limited to, fire, explosion, vandalism, cut cables, power outage, storm or other similar occurrence, including signal drop-out, rain fade or other atmospheric conditions, earthquake, any law, order or request of any kind of any government, or of instrumentality of anyone of said governments, or any civil or military authority, or by national emergencies, insurrection, riots, wars, act of terrorism, strikes, lock-outs or work stoppages or other labour difficulties, supplier failures, shortages, breaches or delays, the party thus affected will be exempted from the performance of his obligations, this exemption being evaluated daily to the extent that a party was prevented from fulfilling obligations, and on condition that the party thus affected deploys commercially reasonable efforts to put an end as quickly as possible to these causes of non-execution.
- b) **Amendments:** Except if otherwise provided, VIDEOTRON is the only party authorized to amend this Agreement.
- c) **Assignment:** VIDEOTRON may assign its rights and obligations under this Agreement without the Customer's prior approval. The Customer may not assign this Agreement without VIDEOTRON's prior written approval. Any attempted assignment by the Customer without such prior written approval shall be null and void.
- d) **Entire Agreement:** This Agreement, together with the Rules of Acceptable Use (Schedule "A" attached hereto) and the Rules of Use of Digital Content (Schedule "B" attached hereto), together with any and all of the other rules, practices and documents referred herein or to which the Customer may be directed, constitute the entire agreement between the Customer and VIDEOTRON with respect to the subject matter, merging and superseding all prior agreements, understandings and representations on the object matter.
- e) **Application:** This Agreement shall be binding upon and inure to the benefit of VIDEOTRON and the Customer and their respective successors and permitted assigns.
- f) **Applicable laws and court:** This Agreement shall be interpreted in accordance with the laws in force in the Province of Quebec and shall be subject to the jurisdiction of the courts of the District of Montreal.
- g) **Interpretation:** In this Agreement, the headings are for convenience of reference only and shall not affect its construction or interpretation.
- h) **Precedence:** In the event of a conflict between this Agreement and any of the schedules appended hereto, the terms and conditions of this Agreement shall prevail.
- i) **No waiver:** No waiver of any term or provision or of any breach or default shall be valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any other term or provision of this Agreement or any subsequent breach or default of the same or similar nature.
- j) **Notice:** Any notice transmitted hereunder shall be transmitted in writing and delivered in person or sent by email or by fax to the address indicated at the time of the Customer's registration. Any notice sent in accordance with this paragraph will be deemed to have been validly received the same day when delivered in person or by email, on the third business day after its mailing, or on the business day following the one appearing on the cover sheet, when transmitted by fax. A party may notify the other party of any change of address or fax number by sending the other party a notice to this effect in the manner stipulated herein.
- k) **Customer Service:** All questions concerning the Services of the Customer's account may be addressed to VIDEOTRON Business Customer Service.
- l) **Severability:** The invalidity, illegality or unenforceability of any one or more provisions of this Agreement shall not affect or impair any other provisions of this Agreement.
- m) **Language:** This Agreement has been drawn up in English at the request of the Parties. Les Parties ont convenu que la présente entente soit rédigée en anglais.

## Schedule "A"

### Rules of Acceptable Use

#### Introduction

VIDEOTRON ("your Service Provider") is committed to be a responsible network citizen. To assist your Service Provider in protecting the usefulness of the Service and enjoyment of the Internet, you agree to abide by the terms of these Rules of Acceptable Use (the "rules"). Any violation of these rules constitutes a breach of the Agreement and may result in the termination of this Agreement and/or the interruption of your Service.

For the purposes of these rules, "Internet Host" means any computer or electronic device connected to the Internet. Terms not otherwise defined in these rules will have the meanings set out in the Agreement.

#### General

Your Service has been designed for your own commercial use only. Moreover, you are prohibited from using your Service or any equipment provided in connection with the Service to operate an Internet service provider's business.

Any harassing or abusive language or actions, whether verbal, written or otherwise, of your Service Provider's employees, suppliers, agents and representatives is strictly prohibited and will not be tolerated.

You are prohibited from using your Service for activities that include, but are not limited to:

- Transmitting unsolicited messages which, at the sole and complete discretion of your Service Provider, cause significant disruption or elicit complaints from other Internet users;
- Restricting or inhibiting any other user from using or enjoying the Internet, impairing the operations or efficiency of the Services or creating an unusually large burden on our networks, or otherwise generating levels of Internet traffic impeding other users' ability to transmit or receive information;
- Posting, transmitting or otherwise distributing information constituting or encouraging conduct that would constitute a criminal offence or give rise to civil liability, or otherwise using the Service in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the Service or the Internet;
- Posting or transmitting messages constituting "spam", which includes, but is not limited to unsolicited email messages, inappropriate postings to news groups, false commercial messages, mail bombing or any other abuse of email or news group servers;
- Reselling bandwidth or any other part of the Service, including, without limitation, IP addresses provided by your Service Provider;
- Harassing users or groups in any way including but not limited to defaming, abusing, threatening or otherwise violating the legal rights of others;
- Impersonating the identity of other subscribers to the Service or any subscriber of other Internet service providers, in any manner whatsoever;
- Uploading or downloading, transmitting, posting, publishing, disseminating, receiving, retrieving, storing or otherwise reproducing in any form, distributing or providing access to information, software, files or any other material which (i) that is confidential or protected by copyrights or any other intellectual property right, without prior authorization from the rights holders, (ii) that is defamatory or obscene, or contains juvenile pornography or hate literature, or (iii) that constitutes an invasion of privacy, an appropriation of personality, or an unauthorized link or framing;
- Falsifying or deleting any author attributions, legal or other proper notice or proprietary designations or labels of the origin or source of software or of any other material contained in a file;
- Transmitting, posting, publishing, disseminating, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any files, program or any information designed to assist users in defeating copy-protection, registration and any other antitheft mechanisms associated with commercial or shareware programs;
- transmitting, posting, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any program or information designed to assist in the fraudulent use of telecommunications services;

- Using an Internet host's resources in a manner which is not authorized by the directors, including mail relaying, transmitting chain letters, make-money-fast or pyramid style schemes of any sort;
- Posting or transmitting any information or any software which contains a virus, "cancelbot", "Trojan horse", "worm" or other harmful or disruptive component;
- Transmitting, posting, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any software or any material constituting or encouraging conduct that would constitute criminal offence or give rise to a civil liability; and
- Infringing any applicable law or regulation.

## Electronic Mail

Your Service Provider's Email Service, as more fully described in the Agreement, has been designed for your own commercial use only. Moreover, you must not sublicense, distribute, transfer or sell the Email Service of your Service Provider's or any of its components.

You agree to use the Service Provider's Email Service only to send and receive messages and material that are proper. Without limiting the generality of the foregoing, it is forbidden, when you use your Service Provider's Email Service, to engage in activities that include but are not limited to:

- Use such service in connection with pyramid schemes, spamming or unsolicited messages;
- Restricting or inhibiting any other user from using or enjoying the Service;
- Creating a false identity in order to mislead another person or forging the headers of your electronic messages in any manner whatsoever;
- Using, downloading or otherwise copying or providing to a person or entity (free of charge or not) any directory of users of such Service or other user or usage information, or any portion thereof;
- Promoting or facilitating the transmission of unsolicited electronic messages;
- Attaching an excessively long signature to your electronic messages; and
- Sending electronic messages to disrupt or cause difficulties in receiving of other electronic messages.

In the event that you maintain one or more bulk "opt-in" email lists, you must have a method of confirmation of subscriptions and be able to provide such information when requested by your Service Provider. At your Service Provider's discretion, if no such evidence is provided, the "opt-in" messages may be considered unsolicited.

Your Service Provider reserves the right, at its sole discretion, to set an upper limit on the number of recipients of Customer initiated email, the number of subscribers on a Customer's "opt-in" list and the number of messages a Customer may send or receive through your Service Provider's Email Service.

Neither your Service Provider nor any of its suppliers has any obligation to monitor your Service Provider's Email Service. However, your Service Provider and its suppliers reserve the right to review the material sent through such service and to remove any material, in their sole discretion. Your Service Provider, in its sole discretion, may terminate your access to the Email Service at any time, without prior notice.

Your Service Provider and its suppliers reserve the right, at all time, to disclose any information as they, in their sole discretion, deem necessary to comply with any applicable law, regulation, legal process or governmental request. Your Service Provider and its suppliers further reserve the right, at all times, to edit, refuse to post or remove any information or material, in whole or in part, at their sole discretion.

## News Groups / Discussion Forums

In addition to the general conditions described above, it is prohibited, when you post messages within the context of news groups or discussion forums, to conduct the following activities that include, but are not limited to:

- Posting binary or excessively large files of any kind, without having obtained prior express authorization, unless this action is expressly permitted by the charter or the FAQ of the news group or discussion forum;
- Posting substantially identical messages to more than ten news groups or discussion forums;
- Attaching an excessively long signature to your electronic messages; and

- Forging the headers of your postings in any way.

News group and forum posting must comply with each news group's or discussion forum's respective charter or FAQ.

### **Internet Relay Chat ("IRC") / Chat**

In addition to the general conditions described above, it is prohibited, when you use an IRC or any other chat service, to conduct activities that include, but are not limited to:

- Sending unsolicited messages with advertising or commercial content; and
- Attempting a Denial of Service attack either automated, namely by using a robot, or manually.

Moreover, when using an IRC server or any other chat service, you must comply completely with the rules and regulations set out by the server administrator.

### **Network / Security**

In addition to the general conditions described above, it is prohibited to use the Service to conduct activities that include, but are not limited to:

- Sharing of your account UserID and password for any purpose whatsoever, including for the purposes of concurrent login sessions from the same account;
- Causing an Internet Host to become unable to respond to the service requests of other hosts;
- Analyzing or penetrating an Internet Host's security mechanisms;
- Forging any part of the headers of the TCP/IP packet in any manner whatsoever; and
- Committing any act which may compromise the security of the Service in any manner.

As described in the Agreement, you are solely responsible for the security of your system and your account. Your Service Provider will offer total collaboration with law enforcement in any investigation regarding a breach of these rules.

In the event that your personnel receives many complaints regarding one or more breaches of these rules, processing charges per complaint received plus administration charges may be applied to your account, at your Service Provider's discretion.

## Schedule "B"

### Rules of Use of Digital Content

#### User Agreement

- VIDEOTRON provides you with objects, including its APIs, as well as images, photographs, reference models, animations, video, audio, music, text and applets, together with electronic or online documentation (collectively referred to as "Digital Content");
- You may use, modify and publish the Digital Content in accordance with the terms of this Schedule "B";
- Any supplemental software code and supporting materials provided to you as part of support services for the Digital Content shall be deemed to be part of the Digital Content and shall be subject to the terms and conditions of this Schedule "B"; and
- The copyrights and all other rights to the Digital Content will remain the property of VIDEOTRON or of the Third Party Providers, as the case may be.

#### Permitted Use of the Digital Content

YOU MAY incorporate the Digital Content into your own original work and publish your work in a web site, provided that:

- The Digital Content is incorporated for viewing purposes only and no permission is given to download or save the Digital Content for any reason whatsoever; and
- You continue to pay for the Services and you are not in default under the terms of the Agreement.

#### Unauthorized Use of the Digital Content

YOU MUST NOT:

- Post Web pages containing the Digital Content on servers other than those of VIDEOTRON;
- Use the Digital Content for any purposes if you no longer pay for our Services or you are otherwise in default under the terms of the Agreement;
- Use the Digital Content to create printed or hardcopy documents;
- Use the Digital Content in electronic format, online or in multimedia applications, unless the Digital Content is incorporated for viewing purposes only and no permission is given to download or save the Digital Content, for any reason whatsoever;
- Use the Digital Content in a Web page design whereby the Digital Content is in a format designed or intended for storage or reuse by others;
- Use or permit the use of the Digital Content or any part thereof as a trade-mark or service mark, nor claim any proprietary rights of any sort in the Digital Content or any part thereof;
- Use the Digital Content with images of identifiable individuals, products or entities in a manner that suggests their association with or endorsement of any product or service;
- Create obscene, scandalous, defamatory or immoral works with the Digital Content, nor use the Digital Content for any other purpose which is prohibited by law;
- Translate, reverse engineer, decompile or disassemble the Digital Content;
- Rent, lease, assign, transfer or redistribute the Digital Content or any copy thereof, to another person or legal entity; or
- Use the Digital Content nor make copies of it, except in a manner permitted by this User Agreement.

#### GENERAL

- In the event that VIDEOTRON notifies you that certain components of the Digital Content may no longer be used (for any reason whatsoever), then you may no longer use these components as part of a Web site design or template layout, nor can you use it for any other large work. If you receive such notification, you agree to cease using and destroy all copies of such components in your possession or control.
- In the event of termination of the Agreement for any reason whatsoever, you agree and undertake to cease using and to destroy all copies of the Digital Content.
- The provisions of the "Unauthorized Use of Digital Content" section above will continue to apply, even after termination of the Agreement, for any reason whatsoever.

WE ARE UNABLE TO OFFER SUPPORT FOR EACH PERSONAL USE OF OUR DIGITAL CONTENT. PLEASE CONSULT INDEPENDENT RESOURCES IN CASES WHERE YOU ARE UNCERTAIN ABOUT INTENDED USAGE. SUPPLEMENTARY RIGHTS MAY NEED TO BE ACQUIRED IN SOME CASES.