

The terms and conditions here in apply to the services covered by this Agreement. These services may be regulated by the Canadian Radio Television and Telecommunications Commission (the "CRTC"). Should there be any discrepancy between the provisions of this Agreement and the applicable regulations enacted by the CRTC, the latter will take precedence.

The Customer acknowledges and accepts that these terms and conditions may occasionally be amended by Oricom, in accordance with the provisions of this Agreement. An updated version of the terms and conditions is available on the Oricom Web site at [www.oricom.ca](http://www.oricom.ca) or by calling customer service at the number appearing on the first page of this Agreement.

## GENERAL TERMS AND CONDITIONS CONCERNING ORICOM' SERVICES

### 1. DEFINITIONS

The following definitions apply for the purposes of this Agreement:

- 1.1 **Other services** - all services offered by Oricom to the Customer other than the Basic Services, including (i) the initial installation of the Basic Service(s) (including hook-up, installation and reconnection work), (ii) the sale and leasing of Equipment, (iii) technical service calls and (iv) access to emergency services.
- 1.2 **Agreement** - any of the Agreements concluded between the Customer and Oricom or, depending on the context, all Agreements. The term "Agreement" is synonymous with the term "contract" in the Consumer Protection Act.
- 1.3 **Equipment** - equipment or software that Oricom provides, lends, leases or sells to the Customer, as the case may be, including, but not limited to: DSL modems, DSL filters, alarm system filters, cabling, cable modems, routers, wireless routers and IP telephony gateways.
- 1.4 **Fees** - the cancellation indemnity payable upon the Customer's cancellation of an Agreement and the compensatory indemnities payable if the Equipment is broken or lost.
- 1.5 **Services** - the Basic Services, Pay-Per-Use or Pay-Per-Usage Services and Other Services that Oricom provides to the Customer. Services do not specifically include any services and any equipment not covered by the Agreement, as well as any technical support that might be necessary due to the Customer's use of equipment or material that does not meet the minimum requirements for use of the Services.
- 1.6 **Basic Services** - the telecommunication service(s) Oricom provides to the Customer, which may include, depending on the Customer's choice, Internet services by DSL, cable modem or wireless connection and local telephone services by Voice over IP technology. Basic Services also include, if applicable (i) the loan or supply of Equipment when included in the monthly payment of the Service in question, (ii) the granting of an exclusive, non-transferable licence to use all software required to provide a Basic Service, as described in greater detail in the software licensing agreement accompanying said software, (iii) the supply of an Internet messaging address (belonging to Oricom), as well as (iv) all telecommunications services ancillary to Basic Service, or all methods or options ancillary to this service, including, without limitation, Per-Per-Use or Pay-Per-Usage Services.
- 1.7 **Pay-Per-Use or Pay-Per-Usage Service** - services related to one-time, non-recurrent events or the use by the Customer, including, but not limited to, long-distance services and Internet overage.
- 1.8 **Carrier** - Oricom or any other third party that owns a network through which the Basic Services are provided to the Customer, where applicable.

### 2. SCOPE

- 2.1 Oricom (hereinafter "Oricom") agrees to provide the products and services (hereinafter "Services") to the Customer, who accepts these Services, according to the terms and conditions established herein, and which may occasionally be amended by Oricom, as specified.

### 3. PAYMENT OF SERVICES

- 3.1 The Customer agrees to pay the established user fees in exchange for the Services that Oricom provides. All applicable taxes will be added to the payable amounts and must be paid to Oricom.
- 3.2 Subject to the following, the user fees for Services will be billed monthly, in advance. If the fees are based on variable use or Pay-Per-Use, they will be billed per event, according to the nature of the Service, at the rate in effect at the time of use.
- 3.3 By using a credit card, having the amount debited from a bank account or another method of payment, the Customer explicitly authorizes Oricom or its authorized agents to charge all user fees agreed upon to this credit card, or debit said fees from this account or by way of the other payment method. If the Customer uses a credit card, has the amount debited from a bank account or uses another method of payment and Oricom does not receive payment from the card issuer, the financial institution or their authorized agents, or by means of the other method of payment, as applicable, the Customer agrees to pay all amounts owed when upon demand by Oricom.
- 3.4 Oricom may require a security deposit from the Customer, if: (i) the Customer does not have a credit history with Oricom and refuses to provide satisfactory information concerning his/her solvency; (ii) has an unsatisfactory credit rating with Oricom due to his/her payment practices with respect to Oricom's services; (iii) clearly presents an abnormal risk of loss. The interest rate applied to the amount provided as a security deposit is the bank rate offered by the Bank of Canada, plus **1.25%**. The interest is calculated from the date on which the Customer provides the security deposit until the date on which Oricom returns this deposit to the Customer. Oricom will notify the Customer in writing if and when it uses the security deposit, in whole or in part, to reimburse itself for sums not paid by the due date. Oricom will refund the balance of said security deposit, plus interest, less any amount withheld for fees owed on the Customer's account.

- 3.5 All invoices are payable upon receipt. The higher of two late fees, a compound rate of **1.2%** per month, compounded monthly (**15.38%** per year) or **\$1**, will be charged on amounts over **\$15** that remain unpaid at the end of the grace period indicated on the invoice, calculated from the billing date for these amounts, until the amount receivable has been paid in full. The Customer must allow sufficient time for the payment to reach Oricom by the date indicated on the statement. It may take up to seven business days to receive payments by mail and up to three business day to receive bank payments.
- 3.6 Administration fee can be billed to the Customer for all returned cheques, all pre authorized payments refused by the Customer's financial institutions or for all charges on the Customer's credit card that are not authorized by the card issuer.
- 3.7 The Customer authorizes Oricom to check, before and during the provision of Services, for any reasonable cause, the Customer's credit file with relevant institutions, and authorizes the financial institutions and other information agencies to disclose the contents of his/her credit file to Oricom at any time. The Customer also authorizes Oricom to record the credit information it has obtained in the Customer's file.

## 4. CUSTOMER'S OBLIGATIONS

- 4.1 The Services covered by this Agreement are strictly for personal use by the Customer and the persons to whom the latter provides access, for residential use only. Moreover, the Customer is solely responsible for use of the Services, including any fraudulent use, until Oricom is notified. The Customer also agrees to indemnify Oricom for any damages whatsoever resulting from the improper use of Oricom's Services.
- 4.2 Oricom remains the owner of the Equipment it provides, leases or loans to the Customer. The Customer must use this Equipment with care, discretion and attentiveness.
- 4.3 The Customer must notify Oricom immediately if the leased or loaned Equipment provided has been lost, stolen, broken or destroyed. In this case, regardless of whether or not the Customer is at fault, as well as in the case of Equipment not being returned at the end of the Agreement, the Customer agrees to pay Oricom the compensatory indemnity set out in Schedule A of this Agreement. If the Customer decides not to replace the Equipment, but rather to cancel the Service associated with said Equipment, or if the Customer cancels the Agreement and fails to return the Equipment, the Customer must pay Oricom, in addition to the compensatory indemnity set out in Schedule A of this Agreement, all other applicable Fees, as well as all other amounts otherwise owed with respect to the Services offered.
- 4.4 Unless it has obtained Oricom's prior agreement, the Customer cannot use equipment or software not authorized by Oricom for the purposes of using the Services. With the exception of the IP telephony equipment, the Equipment cannot be used anywhere other than at the Customer's Address. Lastly, the Customer cannot modify or alter the Equipment or the configuration of the leased or loaned Equipment provided.
- 4.5 The Customer agrees to abide by the user manuals provided by Oricom, as applicable, and all of Oricom's applicable guidelines or requirements.
- 4.6 Oricom's Services end at the demarcation point of the Services at the Customer's residence. All inspections conducted by Oricom or the Carrier for a reported disruption will be billed to the Customer if it is shown that the cause of the disruption is beyond the Demarcation Point and was not caused by components of Oricom or the Carrier's product or service.
- 4.7 The Customer is responsible for obtaining, at his/her own expense, all rights of access, authorization and/or consent from third parties, including consent from the Customer's landlord or building owner, required by Oricom to install and maintain the components of its product or service. The Customer agrees to indemnify Oricom for all claims concerning the installation or maintenance of the components of Oricom's product or service. Before entering the premises, Oricom must obtain the Customer's prior consent, except in the case of an emergency or if Oricom obtains a court order.

## 5. SERVICE AND EQUIPMENT WARRANTIES

- 5.1 Oricom does not offer nor give any explicit or implied declaration, representation or warranty whatsoever in respect to the Services, beyond what is explicitly set out in this Agreement. Consequently, unless explicitly set forth herein, or unless it has been made by a duly authorized representative, any explicit or implied declaration, representation, warranty or condition is hereby excluded, subject to the applicable laws. The Services are provided "as is" and to the extent that they are available. Without limiting the generality of the foregoing, Oricom does not guarantee (i) that the Services will satisfy the Customer's needs, (ii) the performance, availability, use or continued or uninterrupted functioning of the Services or of the hardware or software components and, if applicable, that such problems can be resolved, (iii) that the data or files transmitted to or received by third parties will not be corrupted or intercepted and will be transmitted within a reasonable timeframe, (iv) ownership rights or failure to comply with intellectual property rights or that the goods available on the Internet are of marketable quality or are suited for any particular use, and (v) that the Services offered are compatible with the Customer's software or equipment.
- 5.2 Notwithstanding the foregoing, the modems, cable modems and telephony gateways sold by Oricom are guaranteed against all manufacturing defects for a period of one (1) year for parts and labour. All other equipment sold is covered by the warranty period offered by the manufacturer of said equipment. The warranty comes into effect on the date of the Equipment's activation, if this activation takes place within thirty (30) days of purchase. Failing this, the warranty comes into effect on the date of purchase. Oricom will repair or replace, at its sole discretion, any defective Equipment sold that is covered by this warranty with identical equipment or another model, refurbished or new, provided that the Customer notifies Oricom of the defect within the warranty period. Notwithstanding the foregoing, the warranty does not apply to any breakage or defects resulting from an accident or event of force majeure, modifications made to the sold Equipment without Oricom's authorization, or improper or abusive use. This warranty cannot be transferred by the Customer.
- 5.3 Oricom will make all reasonable efforts to confirm access to the Services before the service request is accepted by the Customer. However, it may be determined, during installation at the Customer's residence, that the access does not meet the standards required for the Service. In that event, the service request will be closed and all amounts the Customer has already paid for the Service will be returned.
- 5.4 In the event of deterioration of the Service after installation, even if access was confirmed, Oricom will study the cause in order to solve the problem. If it is not possible to remedy the situation, the Customer may cancel the Agreement for the address in question without incurring cancellation fees.

## 6. LIMITATION OF LIABILITY

**6.1** It is explicitly agreed, as an essential condition of this Agreement, without which Oricom would not have concluded said Agreement that Oricom will under no circumstances be held liable for damages incurred by the Customer or any other person, barring gross negligence on its part.

**6.2** In the event of an interruption in Service(s) for a period of no less than forty eight (**48**) consecutive hours, rendering the Services unusable, Oricom's responsibility is limited to crediting, upon written request by the Customer sent within fifteen (**15**) days of the interruption, the monthly payment of the Services thus interrupted proportional to the duration of the interruption, in relation to the total billing period applicable to the Services in question. No credit will be extended in the event of work stoppage, act of vandalism, or other event of force majeure or circumstances beyond Oricom or the Carrier's control.

## **7. INDEMNIFICATION BY THE CUSTOMER**

**7.1** The Customer agrees to indemnify, hold harmless and take up the defence of Oricom and the Carrier against all claims, actions, legal proceedings or formal notices, including legal and court fees, whether founded or not (a "Claim"), instituted by a third party against Oricom and/or the Carrier resulting from the Customer's or a third party's use of the Services or Equipment or use that may constitute misconduct on the part of the Customer or failure to meet any of his/her obligations. The Customer agrees to indemnify and hold harmless Oricom and/or the Carrier for damages that he/she may cause them due to misconduct or failure to meet his/her obligations. Oricom and/or the Carrier have the right to participate in the defence against all Claims, at their own expense, and may be represented by an attorney of their choosing.

## **8. EFFECTIVE DATE, TERM AND CANCELLATION**

**8.1** The Agreement will come into effect upon activation of the Customer's Basic Service in question or upon installation of the Equipment, as applicable, and will remain in effect until it has been cancelled according to the terms of this Agreement by one of the parties.

**8.2** If the Agreement was concluded for a fixed term, it will be renewed upon expiry for an indefinite term, at the rate in effect for this Basic Service.

**8.3** The Customer may, at any time and upon making the monthly payments for the Services and Fees, as applicable, cancel the Agreement or ask Oricom to subscribe to another category of Services by contacting customer service at the number appearing in the Contact Us section of Oricom Internet's Web site.

**8.4** If the Customer cancels the Agreement and obtained economic inducement in consideration of the Agreement thus cancelled, the Customer must pay the cancellation indemnity, calculated as follows: The economic inducement indicated in the Agreement, less the amount obtained by multiplying this inducement by the fraction representing the number of months elapsed (including the current month) since the Agreement took effect, in relation to the total duration of the Agreement, in months. If the Customer did not obtain any economic inducement upon subscribing, the cancellation indemnity will be the lower of either **\$50** or **10%** of the value, before taxes, of the remaining months of the Agreement term.

**8.5** **Interruption of service** - Oricom may interrupt the Services or cancel the Agreement(s) should the Customer fail to honour his/her obligations under said Agreement(s). Before interrupting the Services or cancelling the Agreement(s), Oricom will give the Customer a minimum of 5 business days written notice unless it is unable to do so despite reasonable efforts, or has to take immediate action to protect the Carrier's network or if there are grounds to suspect abusive, fraudulent or unlawful use. This notice must indicate:

- the reason for the planned interruption or cancellation;
- any amounts owed to Oricom, as applicable;
- the planned date of the interruption or cancellation;
- the possibility of entering into a reasonable deferred payment arrangement (if the interruption or cancellation is due to payment default by the Customer);
- applicable Fees, if any;
- any charges that may apply to disconnect or restore the Services, as applicable.

**8.6** The Customer acknowledges that a fee will be charged to restore the Basic Services, if applicable.

**8.7** Should the Agreement be cancelled, the Customer agrees to return all Equipment provided, leased or loaned to Oricom without delay. If the Customer fails to do so, he/she must reimburse Oricom, at Oricom's discretion, the amount of the compensatory indemnity set out in Schedule A of this Agreement or the fees incurred to locate the provided, leased or loaned Equipment and regain possession thereof.

**8.8** The Agreement will be cancelled as a matter of right without requiring any notice if the Customer becomes insolvent, bankrupt, makes a general assignment of his/her property for the benefit of his/her creditors or is declared bankrupt, is placed under receivership or in liquidation or attempts to make use of any insolvency or bankruptcy law or make arrangements with his/her creditors.

**8.9** Notwithstanding the provisions of this section **8**, if the Agreement is for an indefinite term, Oricom may cancel the Agreement at any time, on written notice to the Customer of at least **60** business days.

**8.10** If the Customer moves to a region where Oricom offers its Services, and only to the extent that the Services are available at the new address, the subscription may be suspended for no more than **45** days to reflect the period of time during which the Customer will not have access to the Services at his/her new residence.

## **9. AMENDMENTS TO THE AGREEMENT**

**9.1** Oricom may occasionally amend any of the clauses of the Agreement, including monthly payments, package rates, options, and overage, as well as the nature of the Services. Oricom will send the Customer, at the email address indicated on the Agreement or at the Customer's Address, at least **30** days before the amendment comes into effect, a clearly and legibly written notice, containing exclusively the new clause, or the clause thus amended, as well as the previous version of this clause, the date the amendment will take effect and the Customer's rights, as described below. The Customer may refuse this amendment and cancel the Agreement thus amended without being required to pay a cancellation indemnity, but only after paying the amounts owed for use of the Service up to the cancellation date, if the amendment leads to an increase in the Customer's obligation or a decrease in Oricom's obligation, by notifying Oricom, via customer service, within **30** days of the amendment's effective date. If the Customer

does not notify Oricom's customer service of his/her refusal to accept the amendment within **30** days, the Customer will be deemed to have accepted the amendment and any subsequent cancellation of the Agreement will incur payment of the cancellation indemnity, if applicable.

**9.2** However, if the term of this Agreement is not for an indefinite period and the Agreement's initial fixed term has not elapsed to become an indefinite period, Oricom cannot change the nature of the Services, the package rates or the term of this Agreement.

## **10. UPGRADE**

**10.1** The Customer may, at any time, request an upgrade of a Service ordered from Oricom, as long as the initial term of the Agreement is maintained and as long as the new Service is of a higher value than that set forth in this Agreement.

**10.2** In addition to the upgrade rights set forth in the preceding clause, the Customer may, within a family of Services (namely, the family DSL Internet, Internet by cable modem, VoIP telephony, a DSL Internet and VoIP telephony bundle and a cable modem Internet and VoIP telephony bundle) switch his/her Service to another Oricom Service offered for a lower monthly payment, six months after entering into the Agreement, provided that the Customer agrees to a new Agreement of equal or greater duration. Accepting a new Agreement that includes the conditions set forth hereinabove will result in the cancellation, at no charge, of the former Agreement.

## **11. MOVING**

**11.1** If the Customer moves during the Agreement term, Oricom agrees to guarantee the Customer, for the regions in which the Services are available, the rate in effect on the date the Service is activated, until the end of the Agreement.

**11.2** If, during the Agreement term, the Customer moves to a region in which Oricom does not offer the Service the Customer is subscribed to at his/her new address, the Customer may cancel the Agreement without incurring the cancellation fee by notifying Oricom in writing. Oricom may require proof of residence. If the Customer fails to provide sufficient proof of residence, Oricom may charge the cancellation fees set forth in this Agreement.

**11.3** Oricom must be notified if the Service is moved. The Customer may be billed the connection fees in effect due to the Service being moved.

## **12. CONFIDENTIALITY**

**12.1** Unless the Customer gives his/her explicit consent or disclosure is required by law, all information Oricom has regarding the Customer, with the exception of the Customer's name, address and registered telephone number, is considered confidential and Oricom cannot disclose this information anyone other than: (i) the Customer; (ii) a person whom Oricom reasonably believes is seeking the information as the Customer's authorized representative; (iii) another telecommunications company, provided that the information is required for the efficient and cost effective delivery of the Services, is disclosed confidentially and solely used for this purpose; (iv) a company that provides the Customer with services related to Oricom's Services or to the telephone directories, provided that the information is required for this purpose, is disclosed confidentially and is solely used for this purpose; (v) an authorized representative of the company whose services were retained for the purpose of settling the Customer's account, provided that the information is required and solely used for this purpose.

**12.2** The Customer may be considered to have given his/her explicit consent when he/she provides: (i) written consent; (ii) oral confirmation verified by an independent third party; (iii) an electronic confirmation by Internet; (iv) oral consent, when an audio recording of the consent is saved by the company; (v) consent obtained by other methods, provided that documentary evidence is objectively created by the Customer or an independent third party.

## **TERMS AND CONDITIONS FOR ORICOM'S SERVICES**

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### **13. INTERNET**

**13.1** Oricom's Internet Service consists of offering the Customer a connection to the Internet network, including an electronic messaging service, a personal Web page and other services described in Oricom's Internet plans, which take effect upon the Customer's subscription. The services covered by this Agreement are described in detail in the **Plans and Services** section as well as the **Usage Restrictions and Geographical Limits** section found at the beginning of the Agreement. Some Oricom Internet services are only offered in areas where facilities so permit.

**13.2** The Customer agrees to respect the usage limits mentioned in the Usage Restrictions, according to the type of subscription selected. All usage that exceeds the limits mentioned in the Usage Restrictions section will be billed to the Customer at the rate in effect, as described on Oricom's Web site and indicated, for information purposes, in the Usage Restrictions section.

**13.3** The Customer is responsible for installing the software required to use Oricom's Internet services.

**13.4** Oricom's residential Internet services are offered at a speed measured between the Customer's modem and the Carrier's switching equipment. While Oricom agrees to make every reasonable effort, in collaboration with the Carrier, to offer the Customer maximum speed, Oricom cannot guarantee a speed at the peak of the Customer's connection at all times and in all places.

**13.5** In an effort to curb the proliferation of spam, Oricom reserves the right, at its sole discretion, to limit the number of recipients to which the Customer sends an email, the number of messages the Customer may send or receive through an email service or other related parameters (e.g. size of attachments, types of files, source or content of messages, etc.).

**13.6** The Customer is responsible for access via his/her username and password and must keep this information confidential.

- 13.7** Oricom does not guarantee the safety of the Customer's network connected to the Internet. The Customer is solely responsible for taking all reasonable security measures necessary to protect his/her data or network, including from material loss resulting from a modification to the configuration of the software, a computer virus, the content, use, validity or quality of Oricom's Internet services provided through the Internet network, the loss or destruction of data by means of intrusion or otherwise, or the unauthorized interception of communications.
- 13.8** The Customer agrees to respect the acceptable terms of use governing Internet access. Oricom may, at the request of law enforcement agencies in the event of violation of the Criminal Code and/or a notice sent to the Customer at the Oricom messaging address, immediately restrict or interrupt the Customer's Internet access if it deems that the Customer is in contravention of the agreements set forth above by engaging in one of the following activities: (i) sending or helping to send unsolicited messages ("spam"); (ii) sending or helping to send pyramid type email chains; (iii) attempting to breach or hack into the security mechanisms of an Internet host; (iv) uploading or downloading, retrieving or storing, any information, data or material that is defamatory or obscene, contains hate literature or child pornography, violates privacy or infringes any right or title to, or interest in, intellectual property belonging to a third party, including all software or information that goes against copy protection, recording protection or any other anti theft mechanism associated with commercial software or shareware; (v) sending or helping to send any files or documents containing a "worm", "Trojan horse" or any other computer virus or any other similar element that is destructive in nature or likely to harm or adversely affect a third party.
- 13.9** **Rules for hosting a personal Web site** - The rules for hosting a personal Web site, described below, apply to all of the Customer's personal Web pages hosted on Oricom's Internet servers. In this respect, the Customer explicitly acknowledges that Oricom's obligations are limited to supplying the Customer with Internet access. Hosting the Customer's personal Web pages is an additional service offered free of charge and solely for the purposes of accommodating the Customer. Under no circumstances is Oricom obliged to continue hosting the personal Web pages designed by the Customer. The Customer agrees to the following:
- 13.9.1** to ensure that the content posted on his/her personal Web page is not: (i) immoral, defamatory, obscene, racist, unlawful or hateful, (ii) likely to affect any person's reputation, (iii) likely to infringe any right or title to, or interest in, intellectual property belonging to a third party and (iv) likely to cause any damage whatsoever to a third party;
- 13.9.2** the content of his/her personal Web pages comply with all applicable laws, regulations and orders. Furthermore, the Customer must: (i) refrain from accessing a third party's Internet server without their authorization, (ii) modifying the content of a third party's Web pages, and (iii) committing or otherwise attempting to commit an illegal act;
- 13.9.3** to refrain from including on his/her Web site any links that could redirect the user to prohibited or unlawful sites, namely including the sites of the nature mentioned in subparagraph **13.8**;
- 13.9.4** ensure that the Web pages are free of any design and performance defects, as well as all viruses;
- 13.9.5** ensure that none of the Web pages reproduce, in whole or in part, the content of a third party's Web site without obtaining their prior consent;
- 13.9.6** hold the copyrights for all work posted on his/her personal Web pages;
- 13.9.7** be responsible for the choice of domain name and for the content of his/her Web pages, their update, backup and any damages resulting from their use, posting or unauthorized access to the Web pages. The Customer agrees to conduct all useful or necessary verifications to ensure the absence of conflicts concerning the domain name he/she would like to obtain and agrees to hold Oricom harmless from any recourse that may be brought against Oricom in this respect;
- 13.9.8** limit all of his/her Web pages to the disk space mentioned in the Usage Restrictions section of this Agreement, as concerns the Disk Space Limit for a personal Web site.
- 13.10** The Customer acknowledges that Oricom cannot possibly ensure permanent and efficient control over the content of the Customer's personal Web pages. Consequently, the Customer agrees to exercise this control himself/herself. However, Oricom reserves the right to monitor, from time to time, the content of the Customer's personal Web pages and disclose information that may be necessary to comply with a law, regulation or court order.
- 13.11** Oricom may, after sending a notice to the Customer at his/her Oricom messaging address, immediately interrupt the hosting of the Customer's personal Web pages if it deems that the Customer is in breach of any of the hosting rules set forth herein or if Oricom receives a notice from a third party to that effect. Under no circumstances can Oricom be held liable for damages caused to the Customer due to an interruption in the hosting of the Customer's personal Web pages.
- 13.12** The Customer explicitly acknowledges that Oricom's obligation in terms of Internet service is limited to supplying access. Moreover, the Customer must provide a computer system that meets the minimum requirements for use of Oricom's Internet Service, as well as any other necessary equipment not provided by Oricom.
- 13.13** The parties acknowledge that if the Customer has an alarm system, there may be a risk of interference or interruption of this alarm system due to the installation and operation of Oricom's Internet service. In that event, the Customer releases Oricom of all liability as to damages that may result from any interference or interruption of his/her alarm system.
- 13.14** The IP addresses registered and assigned by Oricom are Oricom's property and their use by the Customer is solely authorized for the term of this Agreement. All rights to use of an Oricom IP address expire when the Oricom Internet service comes to an end.

## **14. RESIDENTIAL TELEPHONY**

- 14.1** The residential telephony service Oricom offers to the Customer is a local telephone service provided over high speed Internet access. The Customer does not necessarily need Internet access through Oricom for the residential telephony service to work. However, a minimum of **64** KB of bandwidth (upload and download) is required for it to work properly. The use of the residential telephony service counts toward the Customer's monthly Internet bandwidth consumption. A standard telephone set connected to the VoIP gateway allows the user to make and receive telephone calls. A telephone cabling system can also be connected to the VoIP gateway to connect several devices.
- 14.2** Two (**2**) separate telephone lines can be configured on each VoIP gateway.
- 14.3** Calls are free between Oricom's telephony service subscribers. Calls are also free when they are made to a telephone number within one of the telephone districts that make up the extended local area ("Extended Area"), which is geographically described on [www.oricom.ca](http://www.oricom.ca). The user guide accompanying the VoIP gateway provides a list of telephone exchanges that are included in the Extended Area. Finally, all 10 digits telephone numbers that can be reached without first dialing **1** are part of the Extended Area. International calls are calls made outside of Canada and the United States and that begin with the numbers **011** followed by the telephone number. The rates for

international calls may vary significantly and are listed on Oricom's Web site at [http://www.oricom.ca/en/telephone/local calling area/](http://www.oricom.ca/en/telephone/local%20calling%20area/). These rates may change at any time without prior notice to subscribers. The Customer therefore agrees to consult the rates page before making any international calls so as to be aware of the rate in effect.

- 14.4** It is possible to carry over the telephone number assigned to the Customer by his/her former provider, free of charge, if the number belongs to a district included in the list of locations available on the Web site at [http://www.oricom.ca/en/telephone/local calling area/](http://www.oricom.ca/en/telephone/local%20calling%20area/). If the previous telephone number is not portable, the Customer must take all necessary steps to cancel the services provided by his/her former provider, disconnect the telephone lines concerned and arrange for the appropriate call forwarding, as applicable. The Customer remains, at all times, responsible for the fees and costs associated with this responsibility as well as all amounts owed to the former service provider.
- 14.5** The Customer has no ownership right over the telephone number, identification codes, passwords or other identification elements assigned by Oricom subject to this Agreement. Oricom may change or withdraw the telephone number, identification codes, passwords and other identification elements at any time by giving the Customer notice to that effect. Notwithstanding the foregoing, during the period in which the telephone Service is provided by Oricom, the Customer has the exclusive right to use the telephone number. Oricom may change the telephone number if it has reasonable cause to do so, such as when required by a government agency, and will give the Customer reasonable written notice, stating the grounds and effective date of the change in number. In the event of an emergency, oral notice with subsequent written confirmation will suffice.
- 14.6** At the Customer's request, the number will be listed, free of charge, in the telephone directory for the Montreal and Quebec City areas. For other areas, the Customer must contact customer service to check the availability of the telephone directory listing service. In the event of errors or omissions in local telephone directory listings, regardless of whether the error or omission concerns the Customer's telephone number, address or name, Oricom's liability is limited to refunding to the Customer the applicable listing fees, if any, for the period in which the error or omission occurred.
- 14.7** Directory assistance can be reached by dialing **4-1-1**, at the cost of **\$2,00** per cal.
- 14.8** Subscriber assistance and technical support is available free of charge by dialing **6-1-1**.
- 14.9** The Customer can choose from four plans, indicated in the Plans and Services section of this Agreement. These plans include the following options:
- 14.9.1** **Telephone Basic** - The telephone basic plan includes (i) a telephone number and unlimited calling within the Extended Area as well as between Oricom's telephony service subscribers, (ii) several features available via the star key, as per the detailed description found in the guide accompanying the VoIP gateway, (iii) a detailed log of calls made and received, available online, (iv) **\$0,05** per minute for long distance calls to Canada and the United States, (v) and **9-1-1** emergency service, with the specifics explained below;
- 14.9.2** **Telephone Regular** - the telephone regular plan includes, in addition to the options that come with the telephone basic plan (i) call display for incoming calls and (ii) enhanced voicemail with messages directed to the Internet messaging service;
- 14.9.3** **Telephone Advance** - the telephone advance plan includes, in addition to the options that come with the telephone regular plan (i) call waiting, (ii) **250** long distance minutes in Canada and the United States and (iii) a reduced rate of **\$0,04** per minute for long distance calls in Canada and the United States beyond the **250** minutes that are included;
- 14.9.4** **Telephone Ultimate** - the telephone ultimate plan includes, in addition to the options that come with the telephone advance plan (i) **500** long distance minutes in Canada and the United States and (ii) auto forwarding of incoming calls.
- 14.10** The Customer's long distance service is, by default, routed by Oricom at the rates Oricom has previously described. Long distance service is billed per minute. At the end of a call, the call time is rounded up to the next minute. A minimum charge of one (**1**) minute is billed for each call. ORICOM relies on automated answer supervision to determine if and when a call has been answered. Answer supervision is the signal sent by the Carrier that connects the call, to indicate the start of the call. Answer supervision is generally received when a call is answered. However, answer supervision can also be generated by messaging systems, private branch exchanges (PBX) and interexchange switching equipment. When no answer is detected, billing will only begin thirty (**30**) seconds after the number is dialed and only if the user has not disconnected. The Customer understands that certain long-distance providers may not be able to route long-distance calls from the Oricom network and therefore releases Oricom of all liability in this respect.
- 14.11** A VoIP gateway is required to use Oricom's telephony service. This Equipment may be leased, borrowed or purchased by the Customer, according to the plans and the Customer's choice. The Customer acknowledges that the VoIP gateway provided will only work with Oricom's telephony service. The Customer also agrees to refrain from attempting to modify or alter the device in any way, including, but not limited to, changing the device's serial number or identifier, restoring the factory settings or altering the firmware in any way. If the Customer should use the Service with a device not provided by Oricom, Oricom reserves the right to prohibit, specifically or generally, the use of the Service.
- 14.12** To ensure voice prioritization on the Customer's Internet connection, it is recommended that the VoIP gateway be plugged directly into the modem and that the Customer's computer or router be plugged into the VoIP gateway. The processing capacities of the VoIP gateway provided by Oricom suffice for normal use of the Internet network. However, if the Customer uses the VoIP gateway to transmit large amounts of data, such as through Peer-to-Peer file sharing networks, without limiting the number of connections, the gateway's processing capacities may be exceeded. In that event, the Customer must use a router with superior processing capacities and Voice over IP prioritization capacities and install this router between the modem and the VoIP gateway. Oricom accepts no liability for the performance of the Customer's router, its configuration or voice prioritization efficiency.
- 14.13** **Residential use** - the telephony Service described in this Agreement is for residential use only. The Customer agrees not to use the service or devices for any other purpose, including, but not limited to, commercial or government activities, for profit or not for profit, for a home office, business, sales, telecommuting, telemarketing, automatic dialing, mass sending of faxes or voicemails, extended calls or any other activity that would be considered outside of normal use.
- 14.14** **Customer's use of the Service or Device outside of Canada or the United States** - Oricom does not support the Service for Customers located outside of Canada or the United States. If a Device is installed outside of Canada or the United States and the Service is used, there is a risk that such activity violates a law of that country. Oricom reserves the right to limit or terminate access to the Service from certain select countries.

- 14.15** **900, 976 and other numbers** - Oricom's telephony Service may not access certain special telephone numbers, including, but not limited to **900** and **976** numbers. Oricom reserves the right, at its sole discretion, to limit the Customer's ability to dial such numbers.
- 14.16** **Service interruption and deterioration due to a third party** – The Customer accepts and understands that the VoIP telephony service and the **911** dialing service will not function in the event of an Internet outage. Moreover, excessive traffic on the Internet can lead to deterioration in quality and an interruption in Service. The Customer accepts and understands that in the standard configuration, the VoIP telephony service and the **911** dialing service will not function in the event of a power outage affecting the gateway and/or broadband modem and, if applicable, the residential routers. The **911** dialing service will not work until the power is restored. (It is recommended that the Customer install a backup battery (UPS – uninterruptible power supply) to power the broadband modem, residential routers and VoIP gateway).
- 14.17** **Default by the Customer** - the Customer accepts and understands that if his/her account is suspended as set forth in section 8.5, the telephony Service and **911** emergency service will not be operational.
- 14.18** **Not a traditional telephony service** - The Customer acknowledges, accepts and understands that the residential telephony Service is not the same as a traditional telephony service. Certain differences exist. The Service is governed by different regulations than traditional telephony and this can limit or affect the Customer's rights to compensation before the CRTC.
- 14.19** **Privacy** - Oricom's residential telephony Service uses, in whole or in part, the Internet and third-party networks to retransmit voice and other communications. ORICOM is not responsible for any loss of privacy resulting from the use of this Service.
- 14.20** **Emergency and 911 service** - Oricom offers a type of **911** services with certain limitations, as defined hereinafter. When the Customer dials **911**, the call is directed from the Oricom network to a **911** answering point, then a Public Safety Answering Point (PSAP) in the Customer's area or to the local emergency centre responsible for the address the Customer gave when subscribing to the Service. The Customer accepts and understands that when dialing **911** from his/her equipment connected to Oricom's VOIP gateway, the call is directed to a call centre that then redirects the call to the local emergency service provider. The reason for this intermediary is that the Customer may move the VoIP gateway to another location than the one the Customer indicated when subscribing to the Service and a specialized call centre will check the Customer's address before redirecting the call, as required by the CRTC. Oricom relies on third parties to transmit the information pertaining to such dispatching and consequently, Oricom and its third party providers disclaim all liability in the event that the information or the transmission is incorrect.
- 14.21** Should the caller be unable to speak during a **911**, Oricom will transmit the Customer's Address to the specialized call centre. The Customer is responsible for making sure that this address is current, by following the instructions in the "**911** information" link found in the Customer area on [www.oricom.ca](http://www.oricom.ca). If the address is not current, the emergency services may be sent to the wrong location.
- 14.22** The Customer will inform everyone living at the residence, as well as all guests, employees and other people who may be present at the physical location in which the Customer uses the residential telephony service, of the limitations and notable differences between dialing **911** from devices connected to the residential telephony service and dialing **911** from a traditional telephone line.
- 14.23** Oricom, its administrators, members of management and other employees cannot be held liable for any claim, damage or loss, and the Customer hereby waives all claims or cause of action arising from or related to the use of the telephony's **911** service, save in the event of gross negligence or serious offence. The Customer must defend, indemnify and hold Oricom and its members of management, administrators, employees, affiliated members, agents and all other providers offering services relating to the residential telephony service, harmless from all claims, loss, fines, penalties, damages, fees and expenses (including, but not limited to professional and legal fees), whether on the part of the Customer or by intervention, in respect to the absence, defect or outage of the residential telephony Service (including the **911** service), improper routing of calls to the residential telephony's **911** service and/or the inability to use the residential telephony's **911** service or communicate with emergency service operators.
- 14.24** The Customer is responsible for his/her equipment, internal wiring, cabling and electrical outlets beyond the Demarcation Point, whether the Customer is the owner or not. Oricom may, with no obligation on its part and at the Customer's request, install the interior cabling and electrical outlets and offer repair services at the rates indicated by Oricom for this work or, at the Customer's request, work on the interior cabling that the Customer owns or is responsible for. Oricom cannot be held liable for: (i) any interruption or unavailability of the telephony Service, including any interruption or unavailability of the **911** service or any alarm system connected to a telephone line through which Oricom provides the telephony service; (ii) deeds, actions or omissions by the Customer or the operation or malfunction of the Customer's equipment, (iii) any damage to the Customer's equipment, resulting from the connection or disconnection of the Equipment Oricom has provided or loaned to the Customer.

## APPENDIX A COMPENSATORY INDEMNITY IN THE EVENT OF LOSS, THEFT, BREAKAGE, DESTRUCTION OR FAILURE TO RETURN EQUIPMENT

In accordance with paragraph **8.7** of the Agreement, the Customer must pay the following compensatory indemnities in the event of loss, theft, breakage, destruction or failure to return any Equipment that has been provided, loaned, or leased:

Type of Equipment and amount of indemnity before taxes	
Modem for DSL internet access:	99,95 \$
Modem for cable internet access:	99,95 \$
VoIP gateway:	69,95 \$
Power supply:	14,95 \$
DSL telephone filter:	6,95 \$
6 feet network cable:	3,95 \$
Standard wireless router:	44,95 \$
Advanced wireless router:	79,95 \$