

## **Terms and conditions**

This service contract is a binding agreement between you as the << Member>> and the <<COOP>> as the service provider, to which is incorporated by reference and which are deemed understood: Pre-Authorized Debit Form, Work Order, Schedule A - Internet Service, Schedule B - IP Television Service and Schedule C - VoIP Telephone Service.

The Services, as described in the appended Schedules A, B and C, in connection with the Contract, are governed by the *Canadian Radio-television Telecommunications Commission* ("CRTC") and, to the extent where there is incompatibility between the provisions of this Contract and the rules of the CRTC, the latter will prevail.

### **The Company**

COOP-CSUR is a social enterprise to which members voluntarily contribute in equal parts. Members also share a number of rights and obligations as described herein. The cooperative organization is based on principles of cooperation and solidarity. Power is exercised democratically, with all members working in the general interest of all its members.

The financial objectives of a cooperative are to aim for the satisfaction of its members' economic, social and cultural aspirations; accessibility to better services at a reasonable cost, the fair cost and price of products and an environment respectful of employees and volunteers' working conditions, as an example.

Members of a cooperative are as such shareholders and participate equally in the election of Directors according to the principle of "one person - one vote". This legal organization allows a form of democracy within the cooperative.

COOP CSUR as a solidarity cooperative is characterized by the diversification of its members and its openness to partnerships. It includes members who are consumers of services offered by the cooperative, support members which enhance the support of the community and members who are working within it.

### **Our Mission**

COOP CSUR is the first full service cooperative in Quebec. It develops value-added services within the Suroît territory, in order to promote the development of a supportive living environment. COOP CSUR is an innovative, strong and dynamic social economy business, focused on sustainable development and connected to its members.

## Our Values

- Will of the people:** members are stakeholders in decisions affecting the COOP;
- Personal and mutual responsibility:** awareness and management of the consequences of our individual and collective actions and decisions;
- Democracy:** the active participation of members in all activities, including governance;
- Equality:** the absence of any discrimination between individuals based on their rights, privileges and obligations;
- Equity:** aims rather to equality of opportunity, instead of ethics, in appeal to impartiality and justice;
- Solidarity:** sense of a moral duty towards the other members of the community;
- Respect:** is incompatible with contempt, in memory of past decisions or actions that have shaped the present and the people we are;
- Honesty:** quality of someone who acts in good faith and who is loyal;
- Transparency:** full accessibility to information which is of public interest;
- Social responsibility:** a voluntary approach that reflects our contribution to sustainability;
- Altruism:** behaviors of simple generosity without expecting anything in return, and;
- Sustainable development:** development that meets the needs of the community without compromising the ability of future generations to meet their own needs.

## Definitions

With respect to this agreement, the following definitions shall apply:

- Member:** the person requesting the Services of the COOP, whose name and signature appear herein. This person has a right to vote at the annual general assembly and can, if he/she is elected, serve on the Board of Directors;
- Contract:** the present connection agreement to the COOP network of services, contracted between the Member and the COOP, including its annexes;
- Flow ("Mbps"):** the amount of information transmitted per unit of time, usually expressed in megabits per second;
- Gigabyte ('Go' or 'GIG'):** unit of calculation of bandwidth consumption;
- Equipment:** equipment installed, rented, sold, or provided by the COOP to the Member, with the exception of any third-party equipment that is not supplied, loaned, rented or sold by COOP. The term "Equipment" includes any software and any documentation provided by COOP and the IP address or addresses needed for connection;
- Price:** monetary price or monthly fee for the services offered by the COOP to the Member, depending on the type of service and the type of subscription in accordance

with the Contract. Price also means the sale price or the amount of rent payable by the Member for any equipment. Prices do not include any applicable taxes;

**Fees:** any and all fees payable under the Contract as well as any cancellation penalty payable upon termination of the Contract or any penalty payable in the event of damage or loss to equipment;

**Taxes:** all applicable taxes which must be added to the prices listed in the Contract (Schedules);

**Demarcation point:** equipment that connects the Member's equipment to the COOP network; the optical terminal within an optical fiber connection, or the radio receptor in the case of microwave connection.

**Network:** any and all optical fibers, any and all transmitting and receiving equipment, owned by the COOP within their telecommunication network;

**Initial period of service:** initial term of the service Contract at its signing.

**Economic advantage:** the portion of the fees for the service that has been provided to the Member by the COOP, which is reduced or deferred during the initial period of service, for 2 or more years of service. The economic advantage also refers to any reductions in rates related to the subscription to more than one service or to more than one installation at a time. If however, during the initial period of service, the Member cancels COOP service(s), or in the event the COOP ends the Contract due to a breach on the part of the Member, the Member will be liable for any amount representing the economic advantage received.

**Services:** any information or communication technology services provided to the Member by the COOP. Specifically, high speed internet (Schedule A), VoIP Telephone Service (Schedule B) and IPTV Television Service (Schedule C). Services may include installation, inspection, maintenance, repair, removal or disconnection of any equipment in connection with the services provided to the Member, activation of services, loan or rental of equipment when these are included in the selected service package or when the equipment is loaned or rented, or specifically purchased by the Member.

## **COOP Commitment**

1. COOP agrees to provide equipment and services to the Member, as described herein and appended Schedules, as requested by the Member.
2. COOP agrees to configure, maintain and install said equipment at the address agreed upon with the Member, allowing the Member to benefit of said service. The COOP is committed to maintaining its equipment in good operating condition; scheduled visits to the address declared herein may be required for maintenance or repair. COOP may also, at any time, conduct quality controls of its connection(s).
3. Delivery, installation and initialization of equipment are to be carried out by COOP on the date agreed to with the Member. COOP will be in no way be held liable for

any claim, damage, loss or expense, including, but without being limited to any loss of salary or missed work day, in the unlikely event of a missed installation appointment, either by the COOP or any third-party contractor. The COOP shall not be held liable for any loss of data. It is the Member's sole responsibility to back-up any data prior to the installation of any equipment or initialization of any service.

4. COOP is committed to taking the necessary steps to provide said services to the Member but cannot guarantee uninterrupted functioning of this service, or the integrity of the data transmitted via this service. COOP will not be held liable for any interruption in service, delays or defects of operation, unless gross negligence or serious misconduct on their part can be demonstrated.
5. When exceptional interruptions in transmittal services are expected due to maintenance and network improvement, COOP will notify the Member of this interruption at least twenty-four hours (24 hours) in advance via e-mail to the address provided by the Member. This notice will also be available on the technical support voicemail message.
6. COOP is committed to providing technical support according to the current schedule posted on the COOP website. Administrative Offices are open from Monday to Friday, 8:00 a.m. to 4:00 p.m., excluding holidays.

### **Member Obligations**

7. In accordance with the COOP general rules and regulations, Member states being a member in good standing of the COOP, having paid his/her qualification share (\$10).
8. Member shall agree to ensure that any equipment or services provided herein shall not be used for illegal activities.
9. Member shall agree to pay any installation fee as well as his/her monthly fee for the equipment and/or services to which he subscribes, as described in the appended Schedules.
10. Member shall agree to cooperating with the installation of any equipment, the running of any fiber optic wiring if necessary, as well as promptly providing all information required by the COOP and by ensuring an appropriately located 110 volts outlet in the vicinity of said equipment. COOP strongly recommends power surge protection on said outlet.
11. Member agrees to keep the COOP informed, via its Continuous Improvement team, of any dissatisfaction in connection with the service and/or its employees. It is essential that members collaborate to facilitate and accelerate improvement of the services offered.

12. Member agrees to respect all COOP employees, volunteers and other members or partners at all times.
13. Member agrees to pay his/her invoice upon receipt, or at latest on the 1<sup>st</sup> day of the month of reference.
14. In the instances where Member is not owner of the premises where the services are requested, Member agrees to ensure and confirm that he has received authorization for installation, allowing the COOP to act in accordance with the terms of this agreement, including installation, inspection, maintenance, repair, removal or disconnection of equipment and/or services. If there is any dispute between the owner of said premises and the COOP as a result of the lack of consent by the owner for the performance of the work required by the Member, the latter agrees to take action for the COOP.
15. Member's default to any of the clauses herein or non-compliance to any 30-day written notice to remedy said default can result in the COOP terminating this agreement without further notice. Disconnection fees, if applicable, will be charged to the Member's account.

## **Terms of use**

16. Any and all equipment installed by COOP at Member's address shall remain the property of COOP at all times, excluding equipment purchased or previously owned by the Member. Upon termination of this service agreement, for any reason, Member shall remain responsible for any missing, damaged or broken equipment and agrees to pay any related invoice upon receipt.
17. Member shall remain responsible for any and all equipment belonging to the COOP, whether or not it is the subject of a rental fee, that may be lost, stolen, broken or damaged by the negligence of the Member, including but not limited to the presence of any other person on the premises, domestic or other type of pet, fallen tree(s), rodent(s), moisture, dust, fire or flooding during the term of this Contract; said equipment shall be replaced at the Member's expense, at usual replacement cost.
18. Member agrees to give COOP access to its equipment during the COOP's normal hours of business for maintenance, adjustment, inspection or replacement.

19. Member agrees to not move any of the COOP's equipment from the address cited herein. Member agrees to notify COOP of any change of address and to pay for any displacement fees.

## **Usage Policy**

20. Member is hereby notified that messages can be intercepted and read by third parties without his knowledge, that a person with internet access can cause harm, incur costs and contract bonds while it is connected to the COOP's network, that content and/or products and/or services available within the service or through it may be shocking or offensive or not conform to applicable laws. Member accepts full responsibility and risks of access to the content via the COOP network, products or services, their use as well as the use of internet.
21. Services provided to the Member as described herein are designed for personal use only; it is strictly forbidden to use any service, or any equipment provided, to operate an internet service as a third-party provider or under any other circumstance.
22. Any and all acts of harassment or abuse, verbal, written or otherwise, towards employees, volunteers, suppliers, agents or representatives of the service provider are strictly prohibited and will not be tolerated.
23. Nothing in this Contract shall be interpreted as giving the Member any property rights whatsoever on any software used to produce and/or distribute COOP services. Member has restricted passive use of such software, without having the right to access, to manipulate, to copy, to reproduce or to dispose of it in any way whatsoever.
24. It is strictly forbidden to use COOP services or equipment as auto-dialers, for telemarketing or advertising either by fax or via internet. COOP reserves the right to disconnect service(s) if its usage pattern is not within acceptable residential use, or if it exceeds 5,000 minutes per month for three consecutive months. In addition, Member will be penalized with the highest commercial rate for the entire period of suspected commercial use.
25. Member agrees not to modify, adjust or configure said equipment, either by himself or a third party.
26. It is strictly forbidden to provide any type of access to COOP services, whether for a fee or free, to third parties, for example but not limited to neighbors, customers or passersby.

27. Usage limits for download, data storage or other COOP services can be modified at any time by the COOP upon simple notice to the Member. Such notice shall be sent to the Member via e-mail, at least 30 (thirty) days prior to the date of said amendment. The Member shall have 30 (thirty) days after the effective date to request the cancellation of the present Contract based on changes.

### **Warranty and liability**

28. Any equipment sold to the Member is covered by the manufacturer's warranty, up to 1 (one) year after installation. THE COOP shall replace any faulty equipment under the terms of this warranty, as remitted to the Member upon installation of said equipment.
29. The member releases the Coop from any and all liability arising from the ownership, use or information transmitted by the Member via internet by any unauthorized third party.
30. The COOP, its employees or its volunteers shall not be held liable for any monetary loss or damage of any kind whatsoever arising from the use of the service(s) provided by the COOP or for any interruption of service, unless gross negligence or serious misconduct on their part can be demonstrated.
31. In no way may the COOP's liability exceed in value the monthly service fee owed by the Member.
32. Unless otherwise stated, COOP only provides and can only be held responsible for providing its service(s) to the *demarcation point*. Member is responsible for equipment owned, internal or other wiring and outlets beyond the demarcation point. Upon request by the Member, COOP can, without any obligation on its part and for a fee at current rates, install or repair wiring and/or sockets past the demarcation point, as required for the operation of the services provided inside the residence.

### **Duration**

33. This Contract comes into effect at the date of signature and is valid until cancelled by either party as per the provisions herein.
34. Member may at any time terminate this agreement by sending a 30-day written notice, via mail or mail to the COOP, indicating his/her intention to terminate Contract. Absence of such written notice and delay will incur charges equivalent to

one month's subscription. The e-mail address to send such notices is [coop@csur.ca](mailto:coop@csur.ca)

35. Member may temporarily suspend service, without limit. Suspension of said services by the Member cannot however exceed 6 (six) months per calendar year; Member must agree to pay for a minimum period of 6 months of service per year.
36. The Member who has cancelled said service can request reconnection and shall be responsible for reconnection fees at the rate in effect at the time of disconnection.
37. In instances where service(s) have been suspended by COOP for default by the Member, COOP shall agree to reinstate service(s) upon complete correction of the default(s) by the Member. Member shall be responsible for reconnection fees at the rate in effect at the time reconnection.

### **Charges, invoicing and terms of payment**

38. Environmental fees shall apply for printed invoices.
39. Overdue accounts past 30 days will be subject to a late charge of 2.0% per month (24.0% per year).
40. Monthly billing period is established from the first to the last day of each month and must be paid at latest the first day of each month. Additional fees for any surpluses from previous month(s), excess in bandwidth and/or international calls not included in the phone package will be added to subsequent month's invoice.
41. COOP encourages payment of its accounts by pre-authorized debit in order to maintain low administrative costs. Payment may also be made via personal check, credit card or cash.
42. Banking information and signature of the debit authorization form is to be completed by the Member upon signature of the Contract. Member agrees to notify COOP promptly of any changes to his/her banking information in order to avoid any interruption in payment.
43. Administrative fees of \$25 (twenty-five dollars) will be charged for any check, credit card or pre-authorized debit rejected by the Member's financial institution.
44. Service rates are established in the Work Order and the Schedules appended to this Contract.



45. Service fees, at current rates, will be applicable for any service call requested by the Member, for issues that are not as a direct result or cause attributable to the COOP, including problems to the Member's hardware, equipment or other accessories belonging to the Member, or for any misuse of the services of the COOP or of a third-party service provider.

## **Changes**

46. According to the provisions of the *Consumer Protection Act*, the COOP may amend this Contract, at any time, including service fees and other applicable fees or modify any of its components, notably due to a CRTC decision. THE COOP shall advise the Member of changes via e-mail to the address provided by the Member, as well as posting them at [www.csur.ca](http://www.csur.ca), at least 30 (thirty) days prior to implementation. The fact that the Member continues to use the service(s) will be considered as acceptance of amendments. If the Member does not wish to accept amendments, he/she must immediately terminate his subscription as per the provisions of this Contract, via written notice.

## **Communication**

47. Member shall maintain a valid e-mail address on file with COOP at all times and agrees to immediately notify COOP of any changes.
48. COOP will communicate with the Member, including invoicing, via e-mail, to the address on file.

## **Special provisions**

### **Interruption of service**

COOP cannot guarantee service provision without error or interruption. In the case of interruption of service for a period of **twenty-four (24) hours or more**, from the moment the COOP is notified of the issue and provided that it is demonstrated that the error or interruption is directly attributable to the COOP, the latter will credit or will reimburse the Member the prorated monthly fee representing the duration of the interruption, from the moment of said notification. At no time can the Member claim reimbursement of fees in excess of three (3) months at the monthly average rate of the last three (3) months paid for any pay-per-use services. Member acknowledges and agrees that this credit or refund is the only compensation to which he is entitled for the provision of services. Exclusions include without being limited to labor dispute, act of vandalism, force majeure or other circumstances beyond the control of the COOP or its agents. Situations beyond

the control of the COOP may be, without being limited to ice, storms, lightning, growth of trees or leaves, new construction.

### **Privacy**

As part of its service delivery, it is necessary for the COOP to obtain certain personal information from the Member. Unless the Member expressly consents or where disclosure is required by law, any personal information that the COOP has on the Member (except for the name, address, e-mail address and phone number) is confidential and shall not be disclosed other than to the Member or his agent or any agency hired by the COOP to collect overdue accounts, provided that the information is required and used solely for that purpose.

### **Disconnection, suspension of service, equipment failure**

49. COOP reserves the right to suspend or disconnect services for breach of contract. In such case, Member will be responsible for all past due amounts. Leased equipment will need to be recovered, in good working condition, within (thirty) 30 days, otherwise equipment charges will also apply. Unpaid accounts past 15 days will be the subject to temporary or definitive suspension of services. Invoicing enquiries can be communicated directly to the accounting department at [comptabilite@csur.ca](mailto:comptabilite@csur.ca).
50. Reconnection of service(s) due to breach of contract for overdue account are limited to the complete payment of account and any reconnection fees at the current rate.

### **Other clauses**

51. COOP and Member agree that the current Contract, including appended Work Order and Schedules, constitute the entire agreement between parties with respect to the service(s) received and cancels any previous proposal, agreement or contract.
52. Member agrees that this Contract and the rights arising therefrom can in no case be transferred, in whole or in part, to a third party.
53. Requests or claims can be forwarded to [plaintes@csur.ca](mailto:plaintes@csur.ca) or by mail at 633 Principale, St. Marthe, Quebec, J0P 1W0. For more information, please refer to our website at [www.csur.ca](http://www.csur.ca), click « Documentation » and « Processus de traitement des plaintes » from the drop down menu (currently only available in French). Requests for the complete Customer Service process can also be forwarded to [plaintes@csur.ca](mailto:plaintes@csur.ca) or by calling 450-451-2787 and asking for the Continuous Improvement team. Any request for arbitration, mediation and other prosecution must be made in the judicial district of Beauharnois, in Salaberry-de-Valleyfield.

BY SIGNING THIS AGREEMENT, I AFFIRM HAVING READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, TERMS OF USE AND CONDITIONS.

Signed at \_\_\_\_\_

on this \_\_\_\_\_ day of the month of \_\_\_\_\_ year \_\_\_\_\_.

By:

\_\_\_\_\_  
NAME OF MEMBER

\_\_\_\_\_  
SIGNATURE

And

\_\_\_\_\_  
NAME – representing COOP

\_\_\_\_\_  
SIGNATURE

# CANCELLATION FORM

(Consumer Protection Act)

Date: \_\_\_\_\_

CSUR Cooperative of solidarity of the Suroît  
633, Principale  
St.Marthe, Quebec  
JOP 1W0

Under the provisions of the Consumer Protection Act, I hereby cancel contract  
number C- \_\_\_\_\_  
(As indicated on the cover page)

Signed on \_\_\_\_\_ at \_\_\_\_\_  
(Date and place of signature of Contract)

As of \_\_\_\_\_  
(Effective date of the termination of the contract)

Reason for the cancellation

---

---

---

\_\_\_\_\_  
Member Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature