



INTERNET SECTION

1. Customer's Basic Equipment

The Customer is responsible for having all the equipment necessary to connect to the Internet and for ensuring that their computer system meets the minimum requirements. These requirements may change depending on technological updates and industry standards. The Customer must, if necessary, adapt their equipment or terminate their service in accordance with the terms and conditions set out in this agreement.

Lumii Solutions is not responsible for the compatibility, operation, or maintenance of any equipment, software, or hardware not supplied by it.

2. Lumii Solutions Network Security

The Customer must implement the necessary hardware and software measures to ensure the security of its Internet access, including the installation of a firewall and any other tools recommended by **Lumii Solutions**. The Customer must also cooperate with any measures imposed by **Lumii Solutions** to ensure the security of its network.

Any damage caused to the **Lumii Solutions** network due to the Customer's negligence or failure to adequately secure its IT environment may result in the disconnection, suspension, or termination of service.

Lumii Solutions cannot be held responsible for viruses, corrupted files, or intrusions resulting from the use of the Internet service.

3. Proper use

The Customer must use the Internet service in a prudent and diligent manner and in accordance with laws, regulations, and the *Acceptable Use Policy* (Appendix to the Rules of Conduct). Any illegal or abusive use, or use that may harm the integrity of the network or other users, may result in the suspension or termination of service.

The Customer assumes full responsibility for any use made of their login details, including the actions of any person using their access.

4. Prohibitions

The Customer is strictly prohibited from redistributing or sharing their Internet access, in particular by providing shared access, a public hotspot, or hosting a server for this purpose, using the service to operate an Internet access provider business, maintaining any other unauthorized link or connection to the **Lumii Solutions** network, using the service in a manner that harms the experience of other users, and violating applicable criminal, civil, or regulatory *laws*.

Any violation may result in immediate suspension or termination of service.

5. Performance Level

The speed and performance of the Internet service may vary depending on the condition of **Lumii Solutions'** network, Internet bottlenecks, the Customer's equipment, and conditions of use. **Lumii Solutions** does not guarantee that the Customer will obtain the advertised maximum speeds at all times.

In the event of a continuous service interruption exceeding forty-eight (48) hours, attributable exclusively to **Lumii Solutions**, a proportional credit may be granted, limited to the monthly fees applicable to the affected service. This credit constitutes the sole compensation available.

6. Limited warranty

Lumii Solutions does not guarantee that transmitted or received data will not be intercepted, corrupted, or delayed, that content accessible via the Internet is free of viruses or harmful elements, or that the confidentiality of data transmitted via the Internet will be ensured.

The Customer is advised not to use the service to transmit sensitive information.

7. Limitation of Liability

Lumii Solutions' total liability for the Internet service, including any interruption, loss of data, performance error, or improper use, is strictly limited to the amount paid by the Customer for this service during the three (3) months preceding the event giving rise to the claim. **Lumii Solutions** shall in no event be liable for any indirect, incidental, consequential, punitive, or exemplary damages, including, but not limited to, loss of profits, damage to reputation, or loss of business. The credit provided for in Section 5 constitutes the sole compensation available in the event of a prolonged interruption of service.

8. Suspension and termination of service

8.1 Voluntary suspension

The Customer may request one (1) voluntary suspension of their Internet service for a minimum period of one (1) month and a maximum of six (6) consecutive months, during a rolling twelve (12) month period calculated from the start date of the suspension, and not based on the calendar year.

During the suspension, equipment rental fees remain payable as long as the equipment remains in the Customer's possession. The suspension is granted only if the Customer's account is in good standing and the required equipment remains installed, in good condition, and compliant with **Lumii Solutions'** technical requirements. During the suspension period, the Internet service and all its features will be inactive and cannot be used. At the end of the maximum period of six (6) months, the service will be automatically reactivated, unless the Customer has submitted a termination request in accordance with the applicable contractual terms and conditions. No new suspension requests will be accepted until the rolling twelve (12) month period has expired.

Voluntary suspension does not alter the Customer's responsibility for equipment provided by **Lumii Solutions** or for applicable charges not directly related to the Internet service.

8.2 Suspension or termination by Lumii Solutions

Lumii Solutions may suspend or terminate the Internet service, in whole or in part, with at least fourteen (14) days' written notice if the Customer fails to comply with their contractual obligations, uses the service illegally or improperly, compromises network security, or harms other users.

8.3 Termination by the Customer

The Customer may terminate its service at any time by sending written notice to **Lumii Solutions**. Termination shall take effect on the date specified by the Customer or, failing that, within ten (10) business days of receipt of the notice.

9. Confidentiality and protection of personal information

Lumii Solutions is committed to protecting its Customers' personal information in accordance with its *Privacy Policy*, *CRTC rules*, and the *Act to modernize legislative provisions as regards the protection of personal information (Bill 25, Quebec)*.

ACCEPTABLE USE POLICY OF THE INTERNET SERVICE

1. Purpose of the Policy

The purpose of this *Acceptable Use Policy for Internet Service* (the "Policy") is to regulate the use of the Internet service provided by **Lumii Solutions** in order to ensure compliance with applicable laws and regulations, the security, integrity, and stability of the network, and the protection of other users and third parties.

This Policy is an integral part of any Internet service agreement entered into with **Lumii Solutions**.

2. General Principle of Use

When using the Internet service, the Customer must act as a prudent and diligent person and refrain from any conduct that may constitute abusive, illegal, fraudulent, harmful, or contrary to these terms and conditions or applicable *laws*.

3. Strictly prohibited uses

3.1 Illegal or harmful content

It is prohibited to publish, transmit, or distribute any content that is defamatory, obscene, infringing, discriminatory, or incites hatred, harassment, threats, insults, or infringes on the privacy or rights of others, or constitutes a criminal offense or is likely to give rise to civil liability.

3.2 Security breaches

It is prohibited to intercept communications or gain unauthorized access to systems, data, or equipment; upload, transmit, or distribute files containing viruses, malware, Trojan horses, or any other harmful elements; or attempt to circumvent, neutralize, or compromise network or equipment security measures.

3.3 Violations of intellectual property rights

It is prohibited to upload, copy, share, or distribute files protected by copyright law without authorization, to delete or modify copyright notices or legal notices, and to reproduce or distribute content from third parties without the permission of the rights holder.

3.4 Falsification and fraud

It is prohibited to falsify the origin of a transmitted file, modify headers, or conceal the identity of the sender, or to use the service to create or transmit misleading or fraudulent communications or communications intended to circumvent security mechanisms.

3.5 Abusive or harmful use

It is prohibited to send bulk emails, spam, or unsolicited communications for advertising purposes, to disrupt the peaceful use of the network by other users, in particular through overload, excessive traffic, or harmful interference, and to use automated tools, scripts, or programs designed to hijack or monopolize network capacity.

3.6 Unauthorized access and use

It is prohibited to share your Internet access, login details, or passwords with unauthorized third parties, to use the service to host a public or commercial server without the prior authorization of **Lumii Solutions**, and to attempt to circumvent the technical or administrative restrictions put in place by **Lumii Solutions**.

4. Compliance and guidelines

The Customer must comply with any reasonable guidelines issued by **Lumii Solutions** to ensure network security, maintain regulatory compliance, and protect other users and infrastructure.

5. Measures in case of violation

Any violation of this *Policy* may result, depending on the nature, severity, or recurrence of the violation, and at **Lumii Solutions'** reasonable discretion, in a warning, temporary suspension of service, termination of the service agreement, or any other action permitted by *law*.

In the event of an immediate risk to the security of the network, users, or third parties, **Lumii Solutions** reserves the right to intervene without notice.

6. No liability

Lumii Solutions cannot be held liable for content transmitted, hosted, or distributed by the Customer or by third parties using the service, nor for damages resulting from improper use of the Internet service.

7. Policy changes

Lumii Solutions reserves the right to modify this *Policy* to reflect technological, regulatory, or operational developments. The current version is the one published on the **Lumii Solutions** website.

8. Effective date

This *Policy* comes into effect upon publication.

DÉVELOPPEMENT INNOVATIONS HAUT-RICHELIEU

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