



## SERVICE AGREEMENT

Terms and Conditions of Service

LUMII SOLUTIONS

These terms and conditions form an integral part of the telecommunications service agreement. Certain services or charges may be regulated by the *Canadian Radio-television and Telecommunications Commission (CRTC)*. In the event of any discrepancy between the provisions of the service agreement and the applicable rules enacted by the *CRTC* and/or the *Consumer Protection Act*, the latter shall prevail.

The service agreement offered by **Lumii Solutions** is for an **indefinite period**, and the service(s) are for personal and residential use only. The following terms and conditions govern and apply to the service agreement between the Customer and **Lumii Solutions** and set out the obligations and responsibilities related to the provision and use of the service(s) through a designated account. The Customer is solely responsible for any access to and use of the service from their account. For the purposes of the service agreement, "*Customer*" refers to the Customer and any person authorized by the Customer to use the service(s). By accessing the service, the Customer agrees to be bound by the terms and conditions set out below. The Customer acknowledges and agrees that these terms and conditions may be modified from time to time by **Lumii Solutions** in accordance with the provisions of the current service agreement.

Applicable taxes are extra. Prices and availability of goods and services are subject to change without notice.

### GENERAL TERMS AND CONDITIONS

#### 1. DEFINITIONS

For the purposes of this service agreement, the following definitions apply:

- 1.1. **LUMII SOLUTIONS** – Means the organization described above and its agents and representatives, if any;
- 1.2. **Client (you)** – means the person requesting the services of **Lumii Solutions** whose signature appears herein, as well as any person designated or authorized by them for the purposes of managing their client account and who is responsible for payment in Canadian currency under the service agreement;
- 1.3. **Customer Area** – means a private, multifunctional area where you can log in and access information, view your latest invoices, receive better support, and enjoy high-quality assistance. This helps streamline our relationship.
- 1.4. **Telecommunications and Television Complaints Commission (TCPCC)** – an independent organization that works with customers and covered communications service providers to resolve complaints about communications services. The *CCTS* handles and resolves customer complaints to ensure they are dealt with in a manner consistent with *the Internet Services Code*; collects data on complaints related to *the Internet Services Code*. To learn more about the data collected by the *CCTS*, please visit the *CCTS* website.
- 1.5. **Canadian Radio-television and Telecommunications Commission (CRTC)** - means a public body that regulates and oversees Canada's broadcasting and telecommunications systems to ensure that Canadians have access to a world-class communications system;
- 1.6. **Account** – means the account assigned to you by **Lumii Solutions** to access the service;
- 1.7. **Service Agreement** – means this **Lumii Solutions** Fiber Optic Network Connection Service Agreement between the Customer and **Lumii Solutions**, including these terms and conditions and its appendices;

- 1.8. Third-Party Service** – means any service, application, content, equipment, or resource provided by an entity other than **Lumii Solutions** and used in conjunction with the Service. **Lumii Solutions** is not responsible for the availability, performance, security, or compliance of such third-party services, except as expressly provided in this Agreement;
- 1.9. Indefinite Term Service Agreement** – means a service agreement with no fixed term that automatically renews each month, therefore, with no end date;
- 1.10. Bitrate** – means the amount of information transmitted per unit of time and is generally expressed in megabits per second (Mbps) or gigabits per second (Gbps);
- 1.11. Equipment** – means any device, hardware, modem, router, switch, optical box, cabling, or software provided, loaned, leased, or sold by **Lumii Solutions**. Equipment not provided by **Lumii Solutions** is expressly excluded;
- 1.12. Excess Usage Fees** – means fees payable in Canadian currency imposed for exceeding the established limit for the use of a service;
- 1.13. Fees** – means all amounts payable by the Customer under the Agreement, including monthly fees, installation fees, maintenance fees, or compensation payable in the event of damage, loss, or failure to return equipment;
- 1.14. Promotion (Bundled Services Offer)** – means an offer of multiple communication services to a Customer to encourage, financially or otherwise, the Customer to subscribe to more than one communication service. In many cases, changing or removing one of the underlying services may affect the price or features of the remaining services;
- 1.15. Promotional offers, discounts, incentives, and other limited-time offers** - means various incentives that **Lumii Solutions** uses to make its offers more attractive to Customers, financially or otherwise. These incentives may only be available for a limited time or may be subject to conditions;
- 1.16. Acceptable Use Policy – Acceptable Use Policy** – means **Lumii Solutions'** policy governing the appropriate use of the Internet service. Any violation may result in suspension or termination of service;
- 1.17. Privacy Policy** – means the policy that explains how **Lumii Solutions** handles customers' personal information;
- 1.18. Internet** – means a communication medium consisting of an interconnection of interconnected networks. All fixed retail Internet access services, including fiber optic services.
- 1.19. Point of Demarcation** - means the piece of equipment that connects the Customer's network or equipment to **Lumii Solutions'** network;
- 1.20. Price** – means the monthly fee payable, in Canadian dollars, for the services offered under the subscribed package. The price excludes applicable taxes;
- 1.21. LUMII SOLUTIONS Network** – means all fiber optic cables owned by **Lumii Solutions**;
- 1.22. Security Deposit** – means the sum of money that **Lumii Solutions** may require from the Customer, in exceptional cases, to cover the risk of non-payment or damage;

- 1.23. Services** – means the services provided to the Customer by **Lumii Solutions** that are strictly reserved for the Customer's personal use and must be subscribed to for residential purposes, as indicated in the service agreement. More specifically, all services provided by **Lumii Solutions** at the Customer's request, including residential telephone, Internet, and fiber optic television services; the installation, inspection, maintenance, repair, removal, or disconnection of any equipment related to the services subscribed to by the Customer; the activation of services; the loan or rental of equipment when included in the chosen package or when specifically subscribed to by the Customer. Each service may be purchased individually. Specifically excluded from the services are all services and equipment not covered by the service agreement, as well as any technical support required due to your use of equipment or hardware that does not meet the minimum requirements for use of the services.
- 1.24. Taxes** – means all applicable taxes (GST, QST, and others), as well as any regulatory contributions imposed by the *CRTC* or a tax authority, which are added to the price indicated;
- 1.25. Suspension** (Customer Services) – means the temporary interruption of Internet service by **Lumii Solutions**, particularly for non-payment or breach of contract. Suspension is not permitted when a promotional discount is in effect;
- 1.26. Applicable laws** – means that this service agreement and its interpretation are governed by the *laws* in force in the province of Quebec, including the regulatory decisions of *the CRTC, the Telecommunications Act, S.C. 1993, c. 38, Canada*.

If there is any inconsistency between these rules and the content of a contract, the *CRTC* rules shall prevail.

## **2. PURPOSE**

- 2.1.** In consideration of payment of the price of the service(s), all fees due, and subject to these terms and conditions set forth in the service agreement, **Lumii Solutions** agrees to provide the Customer with the requested or used service(s). **Lumii Solutions** undertakes to provide the Customer with timely access to the Internet, residential telephone service, and television using the fiber optic technology offered by **Lumii Solutions** for the duration of the service agreement. Timely "unlimited" connection access means that the Customer benefits from access without time limitations, and does not mean that the connection will be permanent or uninterrupted. Your subscription to the service agreement includes all or part of the following: high-speed Internet access, television service, residential telephone service, any installation(s) and equipment related to the service(s).
- 2.2.** The service includes the installations, connections, and equipment necessary to provide the service, as determined by **Lumii Solutions**, as well as basic technical support associated with the subscription.
- 2.3** The purpose of this Agreement is to govern the provision of the service and to define the reciprocal rights and obligations of the Parties.

## **3. CONTRIBUTION, TERMS OF PAYMENT, AND CONDITIONS**

- 3.1** The Customer agrees to pay **Lumii Solutions**, in Canadian currency, the amount corresponding to the services provided under the Agreement plus applicable taxes. Payments include the monthly cost of the service, equipment rental, if applicable, additional long-distance, travel, or installation charges, as well as any other applicable fees. Monthly amounts are **payable in full in advance**, no later than the **twentieth (20th) day of each month**, in order to benefit from access to the service as of the first (1st) day of the following month. Payment is made **by direct debit** using *the "Direct Debit Authorization"* or **by credit card**, depending on the option chosen by the Customer.

- 3.2** If the Customer subscribes to one of the Internet services or has provided an email address, **Lumii Solutions** reserves the right to produce and send electronic invoices to the Customer. Consequently, the Customer waives any paper version of the invoices and undertakes to have the standard software required to receive and view their invoices. However, it is possible to receive paper invoices free of charge upon request by postal service, and it is also possible for invoices to be provided in other accessible formats, such as large print for customers with certain accessibility needs.

For more information about billing periods, fees payable under the service agreement, individual channel fees, packages, managing your account and services, or any other questions, **Lumii Solutions** invites you to contact its customer service department at the following numbers: 450-346-0057, toll-free: 1-888-346-0057, by email at the following address: [info@lumii-solutions.com](mailto:info@lumii-solutions.com), by visiting the following website: <https://lumii-solutions.com/>, or by accessing your *Customer Area*.

- 3.3** Any refund or amount overcharged or collected in error will be refunded by **Lumii Solutions** within a maximum of thirty (30) days following validation of the request, provided that the request was made within ninety (90) days of the invoice date. The refund will be made using the same payment method used by the Customer, where possible. If this is not possible, or if the initial payment method is no longer available, the refund may be made by bank transfer or other equivalent means, at **Lumii Solutions'** discretion.
- 3.4** In the event that the service(s) are connected before the start of the service agreement specified in Article 4.1, this availability of the service will be free of charge to the Customer.
- 3.5** The Customer agrees to pay the total amount due, in Canadian currency, under the terms of this agreement, including applicable fees and taxes, no later than the due date indicated on your invoice. The Customer must choose an automatic payment option, by bank withdrawal or any other method accepted by **Lumii Solutions** in accordance with your approval of a preauthorized debit agreement. The Customer agrees to complete and sign the "Pre-Authorized Debit Authorization." The Customer must also ensure that any changes to the information appearing on the authorization are promptly communicated to **Lumii Solutions** in order to avoid any interruption in electronic funds transfer (EFT), or pay the total amount by credit card. The Customer is required to contact customer service to provide the necessary information. The Customer is responsible for ensuring that credit card information is kept up to date.
- 3.6** In the event that **Lumii Solutions** retains the services of a collection agency or lawyer to collect amounts owed, sixty (60) days after the due date by the Customer, the costs incurred by **Lumii Solutions**, including professional fees and legal costs, will be charged in full to the Customer and recovered from the latter.
- 3.7** A statement indicating the total amount payable in Canadian currency, as well as applicable taxes and any changes made since the last statement, will be sent electronically to the Customer at their email address or by postal mail, as applicable.
- 3.8** **Lumii Solutions** will send you relevant information about the service on a regular basis and when required to the email address indicated in your file. You agree to read all communications from **Lumii Solutions** relating to any information about the service. By continuing to access the service after such information has been sent, you confirm that you agree to be bound by this information.
- 3.9** **Lumii Solutions** may send the Customer regular electronic communications relating to the service (technical information, contractual changes, maintenance notices). The Customer agrees to read these communications, which are deemed to have been received as soon as they are sent.

Continued use of the service after such communications have been sent constitutes tacit acceptance of the changes communicated.

**3.10** The entry into force of the service agreement is conditional upon confirmation by **Lumii Solutions'** technical department of the availability of the services at your address as described herein. The Customer authorizes **Lumii Solutions** to verify the installations in place in accordance with section 5.4 of the service agreement.

**3.11** **Lumii Solutions** reserves the right to require a deposit in certain exceptional situations, particularly in cases of high risk of non-payment or damage. The amount, payment terms, and conditions for refunds will then be communicated in writing to the Customer and appended to this Agreement.

#### **4. TERM OF THE SERVICE AGREEMENT**

**4.1.** This service agreement shall come into effect on the date it is signed by the parties or on the date the service or equipment is activated. Unless otherwise specified herein, the service agreement is for an **indefinite term** from the date of installation of the services and remains in effect unless either party hereto terminates it by sending the other party written notice to that effect. **Lumii Solutions** reserves the right to modify any of the terms of the service agreement. In such circumstances, it must, at least thirty (30) days before the amendment comes into effect (or any other period required by the *CRTC*), send the customer a written notice containing exclusively the new or amended clause and the previous version, the effective date of the amendment, and the Customer's rights.

**4.2.** If the Customer has subscribed to a service offered as part of a **Lumii Solutions** promotion entitling them to reduced rates or other benefits, the service agreement will then be for a term corresponding to at least the minimum contractual commitment period required by the promotion. Unless otherwise notified by the Customer, upon expiry of the minimum commitment period, the service agreement will be automatically renewed for an indefinite period at the price then in effect for the services in question, and may be terminated in accordance with the terms set out in section 4.3.

**4.3.** The Customer may terminate the service agreement at any time by sending verbal or written notice to **Lumii Solutions** by completing the "*termination form*" available on the **Lumii Solutions** website. Each service may be terminated separately in accordance with the terms and conditions of this service agreement. Termination shall take effect on the date the notice is sent or on any other later date specified by the Customer. The Customer shall be responsible for paying for the services provided up to the date on which the service agreement ended.

#### **5. CUSTOMER REPRESENTATIONS AND OBLIGATIONS**

**5.1.** The Customer agrees to comply with all the terms and conditions set forth in this Agreement, as well as any policy, procedure, or guideline published by **Lumii Solutions**, including the ***Acceptable Use Policy*** and the ***Privacy Policy***, which form an integral part of this Agreement.

**5.2** The Customer acknowledges that they have a certain knowledge of the Internet, how it works, its performance, and the possibilities it offers. The Customer is aware that their messages may be intercepted and read by third parties without their knowledge, that a person with access to the Internet may cause harm, incur costs, and enter into obligations while connected to the **Lumii Solutions** network, and that the content and certain products or services available with or through the service may be shocking or offensive or may not comply with applicable *laws*. By using the service, the Customer accepts full responsibility and the risks inherent in accessing and using the content, products, or services, as well as in using the Internet.

**5.2.** The Customer must disclose to **Lumii Solutions** any important facts or information concerning its legal or financial situation that could affect its ability to fulfill its obligations under the service agreement or to pay **Lumii Solutions**.

- 5.3. In the event of **rental**, the equipment provided under the terms of this agreement shall remain the property of **Lumii Solutions** at all times. The Customer must protect the equipment from deterioration, alteration, and damage and assumes all risks until it is returned to LUMII SOLUTIONS. The Customer agrees not to allow anyone other than a representative of **Lumii Solutions** to perform work or any manipulation on the equipment. The Customer shall reimburse **Lumii Solutions** for the full cost of repairing or replacing any equipment that is lost, stolen, damaged, not returned on time, mortgaged, sold, rented, assigned, or transferred, in whole or in part. The Customer accepts full responsibility for the equipment and agrees not to modify, disconnect, remove, repair, or otherwise interfere with it. The equipment must remain at the address where the services were installed by a **Lumii Solutions** representative.
- 5.4. Upon **purchase** of the equipment, all rights and risks in and to the product sold are transferred to you. **Lumii Solutions** warrants that the product sold is free from defects in workmanship and materials under normal use and maintenance for a period of one (1) year from the date of ownership. This warranty cannot be assigned or transferred. If the Customer's equipment is defective during the warranty period, **Lumii Solutions** may, at its discretion: repair the defective part or product at its expense or deliver an equivalent part or product as a replacement at its expense. The replacement product or parts may be new or refurbished. The Customer must return the defective product to **Lumii Solutions'** technical service department in accordance with the instructions provided, immediately upon receipt of the new equipment. Defective or expired products or parts that are replaced become the property of **Lumii Solutions**. **Lumii Solutions** warrants that the Customer's product or the replaced or repaired parts are free from defects in workmanship and materials under normal use and maintenance for a period of ninety (90) days following delivery or for the remainder of the original warranty period, whichever is longer. **Lumii Solutions** is not responsible for the loss of data contained or stored in the returned equipment. To benefit from this warranty, the equipment must not have been broken by accident or force majeure, the equipment must not have been modified without **Lumii Solutions'** authorization, and the Customer must not have misused or abused it. If the Customer's equipment is damaged for these reasons or through their fault, the Customer shall pay the costs of replacement or repair.
- 5.5. The Customer must cooperate in the installation of the equipment and, where applicable, in the passage of the fiber optic cable into the Customer's building by promptly providing any information requested by **Lumii Solutions**, giving priority to the installations and, if necessary, providing a stabilized 120-volt electrical outlet near the equipment. The Customer must allow **Lumii Solutions'** duly authorized representatives free access to the building where the service is provided in order to install, inspect, maintain, restore, remove, or disconnect the equipment during reasonable hours, except in cases of emergency. The Customer may be charged a fee if a technician visit is required to restore service and it is determined that the problem is not attributable to equipment owned by **Lumii Solutions** or the **Lumii Solutions** network.
- 5.6. If the Customer does not own the premises where the services are provided, the Customer confirms that it is authorized to allow **Lumii Solutions** to act in accordance with section 5.4 hereof, including installing, inspecting, maintaining, repairing, removing, or disconnecting the Customer's or a third party's equipment.
- 5.7. **Lumii Solutions** is not obligated to provide technical support in any way for connection to other networks or equipment or for their connection.
- 5.8. The Customer may not assign, transfer, or dispose of the rights and obligations arising from this Agreement without the prior written consent of **Lumii Solutions**. Any assignment made without authorization is null and void.
- 5.9. The Customer acknowledges that any software, configuration, interface, or settings integrated into the equipment remain the exclusive intellectual property of **Lumii Solutions** or its suppliers. The Customer may not copy, reproduce, modify, or use these elements for any purpose other than the provision of the agreed-upon service.
- 5.10. The Customer acknowledges that the following fees will be charged when a technician is dispatched:

- a) Travel expenses (service call) and labor: ninety-nine dollars and ninety-five cents (\$99.95) per hour with no additional charges, plus applicable taxes and the cost of materials;
  - b) Service charges and labor costs for the technician-installer for diagnosis, repair, addition of outlets, and related work: ninety-nine dollars and ninety-five cents (\$99.95) per hour of work with no additional charges, plus applicable taxes and the cost of materials.
- 5.11.** The Customer agrees NOT TO USE THE SERVICES in any manner that violates any applicable *laws* or regulations that restrict or prevent another user from properly using **Lumii Solutions'** services or receiving or transmitting information, or that places an exceptionally heavy load on **Lumii Solutions'** network. The Customer agrees to immediately notify **Lumii Solutions** by calling its customer service department at: 450-346-0057, toll-free: 1-888-346-0057, or via the following email address: [info@lumii-solutions.com](mailto:info@lumii-solutions.com) , of any violation of the *law* of which it is aware, including illegal use of its services.
- 5.12.** The services are strictly reserved for the Customer's personal and residential use. Any use for commercial, professional, or institutional purposes is prohibited, except under a specific business service agreement with **Lumii Solutions**.
- 5.13.** The Customer agrees that **Lumii Solutions** remains the owner of any *IP* address it assigns to the Customer. *IP* addresses may be changed at any time without notice, at **Lumii Solutions'** discretion or whenever the Customer's equipment or computer is turned off. In no event shall **Lumii Solutions** be liable for any claims, damages, losses, or expenses arising from any change in *IP* address. The Customer is authorized to use such addresses only for the duration of this service agreement. *IP* addresses may change whenever the modem or computer is turned off or at any time without notice. It is also possible, upon request, to obtain a fixed *IP* address for which the monthly fees remain unchanged. However, the Customer must contact customer service to make this request.
- 5.14.** In accordance with Appendix Two (2) of the service agreement, the Customer must pay compensation in the event of loss, theft, damage, destruction, or failure to return equipment that has been supplied, loaned, or rented.
- 5.15.** At the end of the service agreement, the Customer must return the equipment to **Lumii Solutions** within a maximum of ten (10) business days following termination. If this deadline is not met, fees equivalent to the replacement value specified in Appendix 2 will be charged to the Customer. Shipping charges may also apply if the return is not made according to the instructions provided by **Lumii Solutions**.
- 5.16.** Without limiting its obligation to return the equipment in accordance with Section 5.11, the Customer acknowledges that at the end of this Service Agreement, **Lumii Solutions** shall have no obligation to remove, uninstall, or recover any wiring, hardware, or equipment used or installed by **Lumii Solutions** to provide services to the Customer.
- The Customer acknowledges and agrees that **Lumii Solutions** shall not be liable to the Customer for any direct or indirect damage that the Customer may suffer for any wiring, equipment, or devices remaining at the Customer's premises following the termination of this service agreement.
- 5.17.** Customers who subscribe to the service must provide their own equipment (television, telephone, computer, screen, etc.) that meets the minimum standards for use of the services.
- 5.18.** **Lumii Solutions** provides a one (1) year warranty from the date of delivery on parts and labor to any Customer who purchases a decoder and/or router. This warranty cannot be assigned or transferred to another person. If your equipment is defective during the warranty period, **Lumii**

**Solutions** may, at its discretion: repair the defective part or product at its expense, or deliver an equivalent part or product as a replacement at its expense. The replacement product or parts may be new or refurbished. **Lumii Solutions** warrants that the product, replacement parts, or repaired parts will be free from defects for a period of ninety (90) days following delivery or for the remainder of the original warranty period, whichever is longer. The customer must return the defective product to **Lumii Solutions'** technical service department according to the instructions provided, immediately after receiving the prepaid box or envelope. Defective or expired products or parts that are replaced become the property of **Lumii Solutions**. Please note that **Lumii Solutions** is not responsible for the loss of data contained or stored in the returned equipment.

- 5.19. The Customer may request the temporary suspension of one or more of its services for a minimum period of one (1) month and a maximum of six (6) months. All requests must be sent to **Lumii Solutions** at least fourteen (14) days before the desired suspension date.
- 5.20. The Customer is responsible for configuring and installing the software necessary to connect their computer system to **Lumii Solutions'** Internet service and assumes all risks in this regard.
- 5.21. For Internet-related services, the Customer agrees to comply with the terms and conditions set out in the Internet section of this service agreement, where applicable.
- 5.20. For telephone services, the Customer agrees to comply with the terms and conditions set out in the telephone section of this service agreement, if applicable.
- 5.22. For television services, the Customer agrees to comply with the terms and conditions set out in the television section of this service agreement, if applicable.

The following applies only if the Customer leases all or part of the equipment.

**Notice required by the Consumer Protection Act**

**6. LONG-TERM RENTAL AGREEMENT**

- 6.1 The Customer has no ownership rights over the leased property.
- 6.2. **Lumii Solutions** assumes the risks of loss or damage due to force majeure of the property that is the subject of the service agreement, unless the Customer holds the property without right or, where applicable, after ownership of the property has been transferred to them by **Lumii Solutions**. The Customer benefits from the same guarantees with respect to the leased property as the Customer who owns such property. If the Customer fails to perform its obligation as provided for in this service agreement, **Lumii Solutions** may either demand immediate payment of what is due or take back possession of the property that is the subject of this service agreement. Before repossessing the property, **Lumii Solutions** must give the Customer fourteen (14) days' written notice during which the Customer may, at its option, either remedy the default or return the property to **Lumii Solutions**. The Customer may also, at any time during the rental period and even if it has not received a notice of repossession, return the property to **Lumii Solutions**.
- 6.3. The Customer agrees to protect the equipment from any deterioration, damage, or misuse, to keep it in a clean, safe environment that complies with electrical standards, and to use it only for the purposes intended within the scope of the service subscribed to. In the event of loss, breakage, or failure to return the equipment, **Lumii Solutions** may bill the Customer for the replacement value set out in Appendix 2 of this Agreement, without prejudice to its right to claim additional damages.
- 6.4. When the Customer returns the property to **Lumii Solutions**, the service agreement is automatically terminated. **Lumii Solutions** is then not required to refund the Customer any payments already received, and the Customer may not claim

only for actual damages that are a direct and immediate consequence of the termination of the service agreement.

- 6.5. **Lumii Solutions** has an obligation to minimize damages.
- 6.6. The Customer would be well advised to consult sections 15 and paragraphs a and c of section 138, sections 139 to 142, and sections 103, 150.10, 150.11, and 150.13 to 150.17 of the *Consumer Protection Act* (chapter P-40.1) and, if necessary, contact *the Office de la protection du consommateur* at 514-253-6556 or 1-888-672-2556.

## 7. OBLIGATIONS OF LUMII SOLUTIONS

- 7.1. **Lumii Solutions** undertakes to make every effort to make the services available seven days a week (7/7) and twenty-four hours a day (24/24), except during maintenance periods following system failures or alterations. **Lumii Solutions** does not guarantee the uninterrupted use or operation of the service and cannot be held responsible for service interruptions, delays, or malfunctions. The service and products provided by **Lumii Solutions**, its directors, officers, employees, agents, representatives, or suppliers are provided "as is" and "as available," without any warranty or condition. The Customer assumes all risks regarding the availability, quality, and performance of the service or equipment provided hereunder.
- 7.2. Delivery, installation, and commissioning of the equipment are carried out by **Lumii Solutions** on the date agreed upon with the Customer. **Lumii Solutions** shall in no event be liable for any claim, damage, loss, or expense, including, but not limited to, any loss of wages or missed workdays, if an installation appointment is missed, whether by **Lumii Solutions** or a third-party installer. **Lumii Solutions** shall not be liable for any loss of data; it is the Customer's responsibility to make backup copies prior to installation. If the work required to install the equipment and set up the service is excessive or too significant, **Lumii Solutions** may cancel the service agreement, upon written notice to the Customer, without penalty.
- 7.3. **Lumii Solutions** undertakes to maintain the equipment in good working order. Depending on what it deems necessary, tests may be carried out to diagnose the state of wear and tear of the equipment. Depending on maintenance or repair needs, visits will be made according to the work schedules of our installation technicians. The frequency of these visits is determined by **Lumii Solutions**. **Lumii Solutions** may perform link analysis (monitoring) at any time.
- 7.4. In the context of maintenance and improvement operations on the **Lumii Solutions** network for which **Lumii Solutions** anticipates an exceptional interruption or slowdown in service, **Lumii Solutions** will notify the Customer of this interruption twenty-four (24) hours in advance by email to the email address provided by the Customer.
- 7.5. As part of its service provision, **Lumii Solutions** needs to obtain personal information from the Customer. Unless the Customer expressly consents or disclosure is required by *law*, all information that **Lumii Solutions** holds about the Customer (name, address, telephone number, and email address) is confidential and may not be disclosed to anyone other than the Customer or its representative and a company whose services are retained by **Lumii Solutions** to collect an overdue account, provided that the information is required and used for that purpose only.

## 8. MODIFICATIONS

- 8.1. Subject to the provisions of the *Consumer Protection Act* or the Customer's refusal, **Lumii Solutions** may modify this service agreement at any time, including rates and other applicable fees, or modify any of its components, in particular due to a decision by *the CRTC*. **Lumii Solutions** must notify the Customer of these changes by email to the email address provided by the Customer

or by posting them at least thirty (30) days before the change takes effect and sixty (60) days for Internet service (or any other period enacted by the *CRTC*). The Customer's continued use of the service will be considered as acceptance of the changes. If the Customer does not accept the changes, they must immediately terminate their subscription to the service by sending **Lumii Solutions** written notice to that effect. The termination will take effect within a maximum of ten (10) business days following receipt of the notice by **Lumii Solutions**.

- 8.2.** **Lumii Solutions** reserves a period of seven (7) business days to process and respond to any request for modification, request for information, or complaint made by the customer, regardless of its nature. This period corresponds to the time required for analysis, technical or administrative verification of the file, and planning of personalized follow-up. **Lumii Solutions** cannot be held responsible for any inconvenience caused by this delay, provided that it remains reasonable and in accordance with these terms and conditions. If the nature of the request requires more complex follow-up, an acknowledgment of receipt will be sent to the Customer within the same seven (7) business day period, specifying the estimated processing timeframe.
- 8.3.** In the event of a move, the Customer remains responsible at all times for updating their contact information in their customer file, including their email address. **Lumii Solutions** is not responsible if communications are sent to an incorrect email address.
- 8.4.** If the Customer moves to a location where our services are not provided or to a location where our network is not optimal, the Customer may terminate their service agreement under the conditions set out in section 4.3.

## **9. WARRANTY AND LIMITATIONS OF LIABILITY**

### **9.1. Service Unavailability**

Given the nature of the technology required to provide residential high-speed Internet service, **Lumii Solutions** may, up to and after the installation date, determine that the service cannot be offered in your area.

### **9.2. Third-party equipment and services**

The Customer is responsible for using the service with third-party equipment and services and for ensuring their compatibility. **Lumii Solutions** declines all responsibility for establishing compatibility between the service and third-party equipment and services.

### **9.3. No liability**

Except in cases of gross negligence or wilful misconduct, the total liability of **Lumii Solutions**, its directors, officers, employees, agents, representatives, or suppliers for any direct or indirect damage suffered by the Customer is limited to the total amount paid by the Customer for the services during the **three (3) months preceding** the event giving rise to the claim.

### **9.4. Data Transfer**

Without limiting the foregoing, **Lumii Solutions**, its directors, officers, employees, agents, representatives, or suppliers are not liable for any material damage (including damage related to software) resulting from a change in software configuration, a computer virus, the content, use, validity, or quality of services provided through the **Lumii Solutions** network and the Internet, a failure of the **Lumii Solutions** network or the Internet, the loss or destruction of data through intrusion or otherwise, or the unauthorized interception of communications or delays in their transmission or reception.

#### 9.5. No liability – Acts and omissions

**Lumii Solutions** assumes no responsibility for your acts or omissions, or those of anyone using your account, including, but not limited to, liability for charges incurred when you make purchases or transactions using the service.

#### 9.6. Violation by the Customer or a third party

**Lumii Solutions** shall not be liable to the Customer or any third party for any losses or expenses (including attorneys' fees) relating to any allegation, claim, lawsuit, or other proceeding based on the claim that the use of the service by the Customer or a third party infringes the intellectual property rights or contractual rights of third parties. **Lumii Solutions**, its directors, officers, employees, agents, representatives, or suppliers shall not be held liable for the offensive or shocking nature of certain information circulating on the Internet or that does not comply with applicable laws, over which **Lumii Solutions**, its directors, officers, employees, agents, representatives, or suppliers have no control.

### 10. PROTECTION OF CONFIDENTIALITY AND SECURITY

#### 10.1. Compliance with applicable legislation

**Lumii Solutions** is committed to protecting the confidentiality of personal and commercial information in accordance with applicable laws, including **Act 25** (*An Act to modernize legislative provisions as regards the protection of personal information*), as well as relevant federal telecommunications regulations.

#### 10.2. Security of your System

The Customer must implement reasonable hardware and software security measures (firewalls, antivirus software, strong passwords, regular updates, etc.) to protect their access to the services. Any damage caused to the **Lumii Solutions** network or services due to a failure to adequately secure the Customer's system may result in the immediate termination of their subscription, without prejudice to other available remedies.

#### 10.3. Confidentiality

**Lumii Solutions** cannot ensure or guarantee the confidentiality of information that the Customer transmits using the service. Such use remains the sole responsibility of the Customer, and **Lumii Solutions** and its affiliates, agents, and suppliers are released from any liability in this regard. Your personal information will be protected by **Lumii Solutions** in accordance with its privacy policies, which can be viewed on the [ihrtelecom.com](http://ihrtelecom.com) website or requested by emailing [info@lumii-solutions.com](mailto:info@lumii-solutions.com). All information that **Lumii Solutions** retains about the Customer is confidential. Unless you expressly consent to its disclosure, or unless disclosure is required by a court of law, your information will not be disclosed by **Lumii Solutions** to anyone other than: yourself; a person who requests this information on your behalf and whom **Lumii Solutions** has reasonable grounds to believe is your agent or representative; another telephone company that provides you with telephone services, or a company that helps provide you with telecommunications or telephone services; an agent hired by your service provider to collect amounts owed on your account, provided that this information is necessary for that purpose and is used only for that purpose; an affiliate of your service provider that provides you with telecommunications and/or broadcasting services, provided that such information is necessary for that purpose, is disclosed on a confidential basis, and is used only for that purpose; a public authority or an agent of a public authority

public if, in the reasonable opinion of your service provider, an imminent danger to life or property could reasonably be eliminated or mitigated by the disclosure of the information.

The Customer is deemed to have expressly consented to the disclosure of their personal information in any of the following cases: in writing; verbal confirmation, **Lumii Solutions** receives confirmation in electronic form via the Internet; **Lumii Solutions** receives verbal consent and keeps an audio recording of the consent.

#### **10.4. Customer Consent**

By signing this Agreement, the Client **expressly consents** to the collection, use, and retention of their personal and commercial information in accordance with the purposes described in this section and the **Privacy Policy** available on the **Lumii Solutions** website: <https://lumii-solutions.com/entreprises/politique-de-confidentialite/>

#### **10.5. User Information**

**Lumii Solutions** is not obligated to monitor the service. However, the Customer agrees that Lumii Solutions may, from time to time, monitor the service electronically and disclose information as necessary to comply with any *law*, regulation, or governmental request, to operate the service, or to protect itself or third parties.

#### **10.6. Retention and Destruction**

The Customer's personal information is retained for as long as necessary to provide the service, manage the account, and comply with regulations. At the end of the Agreement or upon written request from the Customer, **Lumii Solutions** will **securely destroy** or **anonymize** any information that is no longer required, except where a legal retention obligation applies.

### **11. SPECIAL PROVISIONS**

#### **11.1. Delays and Shortages**

The equipment will be installed for the Customer as soon as possible after it becomes available from the manufacturer. **Lumii Solutions** cannot be held liable in any way for any damage caused as a result of a delay in delivery due to circumstances beyond its control. If the manufacturer is unable to supply the equipment, **Lumii Solutions** may cancel the service agreement, upon written notice to the Customer, without penalty. **Lumii Solutions** shall reimburse the Customer for any sums received, if applicable. **Lumii Solutions** reserves the right, under certain conditions, to substitute certain devices for models with the same characteristics.

#### **11.2. Insurance and survival of obligations**

The Customer must take the necessary steps to insure the equipment provided hereunder against fire, theft, vandalism, damage, or destruction for an amount sufficient to cover the replacement of said equipment. All of the Customer's obligations with respect to the equipment provided to it shall remain in effect despite the expiration or termination of the service agreement to the extent necessary for their performance.

#### **11.3. Suspension of Services**

**Lumii Solutions** shall be required to provide at least fourteen (14) days' prior written notice to restrict, block, suspend, or disconnect all or part of the Customer's services, including the 911 emergency service or the alarm system, when the Customer fails to fulfill any of the obligations of its service agreement.

911 emergency service or alarm system, when the Customer is in default of any of the obligations of its service agreement; uses or allows the services to be used to commit fraud, make nuisance or offensive calls, harm third parties, or violate any law, including the *Criminal Code*, uses the services in a manner that jeopardizes the Lumii Solutions network, or refuses or neglects to comply with the terms of a deferred payment agreement.

#### 11.4. Default on payment

If the Customer fails to fulfill its obligations under the service agreement, Lumii Solutions reserves the right, at its discretion, to demand immediate payment of any amounts due or to repossess the equipment, as applicable. Before repossessing the equipment, Lumii Solutions must give the Customer fourteen (14) days' written notice during which the consumer may, at their discretion: remedy their default by paying the amounts due or return the equipment to Lumii Solutions. The return of the equipment to Lumii Solutions does not constitute a receipt for any unpaid balance owed to Lumii Solutions. Despite the return of the equipment, Lumii Solutions reserves the right to take all necessary legal action and remedies to recover any unpaid amounts. If a technician's visit is necessary to restore service that has been disconnected due to a defect on the part of the Customer, a reconnection fee will be charged.

#### 11.5. Termination by LUMII SOLUTIONS

In the event that the Customer fails in any way to fulfill any obligation assumed by them or for serious cause, Lumii Solutions may terminate the service agreement by giving at least sixty (60) days' written notice to the Customer. Termination shall result in the Customer losing, without compensation of any kind, all rights granted to them hereunder. Lumii Solutions also reserves the right to terminate the service agreement in the event that it is required, by order or otherwise, to cease offering one or more of the services under the terms and conditions of this agreement, by the CRTC or by any other judicial, administrative, or governmental authority. In the event of such termination, neither party shall be entitled to claim compensation of any kind from the other for breach of the service agreement or for any other inconvenience or damage resulting from the termination hereof. If a technician visit is necessary to restore service that has been disconnected due to a fault on the part of the Customer, a reconnection fee will be charged.

#### 11.6. Termination by the Customer and compensation payable

The Customer may terminate this service agreement at any time by sending verbal or written notice to Lumii Solutions by completing the termination form available on the Lumii Solutions website. The termination shall take effect on the date of receipt of the notice or any later date specified by the Customer. Subject to the Customer's refusal pursuant to Section 7.1, the amount of compensation payable by the Customer in connection with such termination shall be calculated as follows:

- a) Customers who, at the time of signing the service agreement, have not received any economic benefit or have received an economic benefit for the rental of equipment necessary for the use of the services and/or for the services subscribed to, shall pay Lumii Solutions, in addition to all fees and outstanding balances owed by them on the date of the termination notice, the following termination indemnity, if applicable: if the service agreement was for a fixed term, a termination indemnity corresponding to the economic value of the promotion and prorated for the days elapsed under the service agreement or the value of the equipment damaged or not returned by the Customer in accordance with Appendix Two (2) hereof.
- b) The Customer who, at the time of signing the service agreement, obtained an economic benefit for the purchase of equipment necessary for the use of the services shall pay Lumii Solutions, in addition to all fees and outstanding balances owed by the Customer on the date of the termination notice, the following termination indemnity: if the terminated service agreement is a fixed-term service agreement, the compensation payable shall be equivalent to the economic benefit indicated in the service agreement, less the product obtained by multiplying

that benefit by the fraction representing the period elapsed since the effective date of the service agreement in relation to the fixed term of said service agreement, it being understood that the month commenced at the time of termination is considered a full month;

#### **11.7. Bankruptcy, insolvency, and assignment of assets**

If the Customer sells, transfers, or otherwise disposes of, free of charge or for consideration, all or a substantial portion of its assets, declares bankruptcy or assigns its property to its creditors in general, becomes insolvent or unable to pay its debts, or acknowledges its insolvency in any other way, **Lumii Solutions** may, upon becoming aware of any such event, immediately terminate this Service Agreement without notice. **Lumii Solutions** also reserves the right to terminate this Service Agreement in the event that it is required, by order or otherwise, to cease offering one or more of the Services under the terms and conditions of this Agreement, by the *CRTC* or by any other judicial, administrative, or governmental authority. In the event of such termination, neither party shall be entitled to claim compensation of any kind from the other for breach of the service agreement or for any other inconvenience or damage resulting from the termination hereof.

#### **11.8. Service Interruption**

**Lumii Solutions** does not guarantee the uninterrupted use or operation of the service or products provided. **Lumii Solutions** does not guarantee the Customer error-free, underperforming, slow, malfunctioning, failing, or interrupted service. In the event of a service interruption of forty-eight (48) hours or more, from the moment **Lumii Solutions** is notified of the problem and provided that it is demonstrated that the error or interruption is directly attributable to **Lumii Solutions**, the latter will credit the Customer with a proportion of the fees representing four percent (4%) per day of interruption from the moment **Lumii Solutions** was notified. Under no circumstances shall the Customer's losses or claims exceed a total of one hundred and twenty percent (120%) per month for the services used. The Customer acknowledges and agrees that this credit constitutes the sole and exclusive remedy to which it is entitled for the provision of services. However, no credit may be claimed in the event of a labor dispute, act of vandalism, or other force majeure or circumstance beyond the control of **Lumii Solutions** or its agents.

#### **11.9. Entire Agreement**

Subject to the provisions herein, **Lumii Solutions** makes no warranty, representation, or condition, express or implied, of any kind whatsoever, including, without limitation, any warranty, representation, or condition of fitness for a particular purpose or merchantability.

#### **11.10. Limitation of Liability**

The Customer acknowledges and agrees that **Lumii Solutions** shall not be liable to the Customer for any loss of data, damage of any kind, or any other type of damage, including damage resulting from loss of revenue or profits, the inability to realize anticipated savings, or a claim made against them by a third party, whether due to the fault or negligence of **Lumii Solutions**. This section does not limit **Lumii Solutions'** liability in the event of gross negligence or wilful misconduct on its part. **Lumii Solutions** makes no warranty, representation or condition, express or implied, of any kind whatsoever, including, without limitation, any warranty, representation or condition of fitness for a particular purpose or merchantability. This section shall remain in effect despite the termination of the service agreement.

#### **11.11. Customer Responsibility for Use of Internet Service**

The Customer remains fully and solely responsible, to the exclusion of **Lumii Solutions**, for their use of the Internet service and for the security of any device or wireless equipment they choose to use with the

**Lumii Solutions** network. The Customer shall also be liable and undertakes to hold **Lumii Solutions** harmless from any damage it may cause directly or indirectly through use of the Internet service contrary to **Lumii Solutions'** usage policy.

#### **11.12. Disclaimer**

**Lumii Solutions** shall not be liable to the Customer or any third party for: any act or omission by the Customer or a third party; any claim or lawsuit for defamation, copyright infringement, trademark infringement, or violation of third-party rights arising from the use of the services; infringement of intellectual property arising from the combination or use of the Customer's facilities with **Lumii Solutions'** services or facilities; any unauthorized use of the services. The Customer agrees to indemnify and hold harmless **Lumii Solutions**, its directors, employees, and agents from any action, claim, or damage in connection with this section.

#### **11.13. Applicable laws and jurisdiction**

The service agreement is governed by the applicable *laws* of the Province of Quebec and the regulatory decisions of the *CRTC, the Telecommunications Act, S.C. 1993, c. 38*, Canada, and must be interpreted in accordance with those laws and decisions. The parties acknowledge the exclusive jurisdiction of the courts of the province of Quebec with respect to any matter dealt with herein and agree to submit to such jurisdiction. Failure by a party to insist on strict compliance with any term herein shall not constitute a waiver of any breach thereof, under any circumstances, and shall not prevent it from subsequently insisting on strict compliance with said term or any other term of the service agreement in force, nor shall it constitute a waiver of the right to sanction any subsequent violation, whether or not it is of the same nature.

The Customer and **Lumii Solutions** agree that any claim or legal action for any reason whatsoever relating to the service agreement shall be brought in the judicial district of Iberville, Province of Quebec, Canada, to the exclusion of any other judicial district that may have jurisdiction over such a dispute under the provisions of the *law*.

#### **11.14. Interpretation**

If a court of competent jurisdiction declares any provision of the service agreement to be invalid, illegal, or unenforceable in any respect, the other provisions shall not be affected and shall remain in full force and effect.

#### **11.15. Acceptable Use Policy**

The Customer acknowledges that use of the services is subject to **Lumii Solutions'** Acceptable Use Policy. This policy is an integral part of the service agreement and can be viewed at any time at the following link: <https://lumii-solutions.com/>. Any violation of this policy may result in the suspension or termination of services.

### **12. DISSATISFACTION WITH YOUR SERVICE AGREEMENT OR A SERVICE**

#### **12.1 Internal procedure for handling dissatisfaction**

**Lumii Solutions** provides its customers with a dissatisfaction handling procedure aimed at ensure fair, prompt, and transparent management of any dissatisfaction. Customers who wish to report an error, technical issue, disputed billing, or any other dissatisfaction with the service should first contact **Lumii Solutions** customer service to attempt a resolution. Informal. Requests can be submitted by any of the following means: by phone: 450

346-0057 or toll-free at 1-888-346-0057. Email: [info@lumii-solutions.com](mailto:info@lumii-solutions.com), by filling out the form on our [Contact Us](#) page, or by mail: **Lumii Solutions** 380, 4<sup>e</sup> avenue, P.O. Box 911, Saint-Jean-sur-Richelieu, Quebec, J2X 4J5.

The Customer must provide all information relevant to the analysis of their request (account number, description of the problem, relevant dates, supporting documents). **Lumii Solutions** undertakes to acknowledge receipt of the complaint within a maximum of seven (7) business days and to respond within a maximum of thirty (30) days. The complete complaint handling policy is available on the **Lumii Solutions** website at the following address: <https://lumii-solutions.com/procedure-insatisfaction/>.

## 12.2 External recourse – *Commission on Complaints for Telecom-Television Services (CCTS)*

If the Customer remains dissatisfied with the response received or the way in which their complaint was handled, they may submit their complaint to the *Commission for Complaints for Telecom-Television Services (CCTS)*, an independent organization mandated to resolve disputes between consumers or businesses and communications service providers free of charge. The *CCTS* can be reached by the following means: online: <https://www.ccts-cprst.ca/>. By phone: 1-888-221-1687 by email: [complaints@ccts-cprst.ca](mailto:complaints@ccts-cprst.ca) , by mail: *Commission for Complaints for Telecom-Television Services* P.O. Box 56067, Minto Place, Ottawa, Ontario, K1R 7Z1. The *CCTE* acts as a neutral and independent mediator at no cost to the Customer.

## APPENDIX 2

### EQUIPMENT VALUES

The Customer agrees to pay **Lumii Solutions** the following compensation plus applicable taxes in the event of loss, theft, damage, destruction, or failure to return equipment provided, loaned, or rented:

External fusion box:	\$500.00
Residential interconnection box:	\$50.00
ONT (Modem):	\$300.00
Backup battery:	\$150
GigaSpire - Calix:	\$275
Mesh Wi-Fi:	\$175
Extender:	\$595
POE:	\$60

### TELEVISION EQUIPMENT

Decoder:	\$250
ONT (Modem):	\$300
HDMI cable:	\$25
Remote control:	\$40
Power supply:	\$20
Network switch:	\$60

**Lumii Solutions**

380, 4<sup>th</sup> Avenue

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By filling out the form on our [Contact Us](#) webpage \_\_\_\_\_

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