

CONTRACT FOR RESIDENTIAL CUSTOMERS

Dear customer, welcome to the co-operative's digital cable television service « *Co-op Cable TV* ». This agreement contains the terms and conditions under which *Co-op Cable TV* will grant you the right to receive and view the broadcast of its television and audio programming via digital cable. This version of the Agreement is effective for all residential subscribers who entered into a contract with *Co-op Cable TV*.

1. Terms and conditions - General

The policies and practices reflected in this Agreement apply and are used when providing you with the programming. Subject to applicable law, *Co-op Cable TV* reserves the right to change the terms and conditions of this Agreement and the rates, charges, fees and programming at any time. *Co-op Cable TV* will notify you at least 30 days in advance of any change to the terms and conditions and the effective date of change so that you may cancel your subscription if you don't agree. The notice may be provided to you in your statement or by any other separate notice that will likely come to your attention, such as through the Cooperative, radio and television.

2. Subscription

In order to subscribe to the digital cable service offered by *Co-op Cable TV*, the customer must complete two (2) forms – *Digital TV Subscription Form* and *Digital TV Package Purchase Order* as well as sign the *Contract for residential customers*. The customer must present themselves at the co-operative member services counter in order to fill out the forms and sign the contract.

3. Your equipment

3.1 Purchase of a receiver

The price of a receiver is \$175.00 (plus taxes) and includes: one (1) receiver, one (1) remote control, one (1) adaptor, one (1) HDMI cable. One receiver is needed for every television in the household.

The co-operative can make an exchange only if the unit is deemed defective, and this, within 30 days of the purchase of the receiver. **No refunds are permissible.**

3.2 Additional receivers in the same household

All receivers must be located at the same service address specified in your account. If the customer does not conform to this requirement when adding additional receivers, we may, at *Co-op Cable TV's* discretion, disconnect your access to the programming. All supplementary receivers are subject to additional monthly charges of \$3.00 for each receiver.

The customer can, at any time, activate up to 4 receivers for their account. If the customer wishes to have 5 receivers or more, they must fill in the appropriate form at the cooperative and sign it in order to confirm that they consent to the terms and fees associated with these additional receivers. The customer will be billed for the service and for programming packages selected for every group of four (4) receivers which incur an additional package charge.

All receivers in a household must have the same digital programming package except for the adult channels which can be authorized for individually specified receivers.

3.3 Transfer of equipment

If the customer wishes to sell their *Co-op Cable TV* equipment to someone else, the customer must send *Co-op Cable TV* notice by filling out the transfer of equipment form (available at the co-op). The receiver must be specified under the name and account number for the customer who is purchasing the receiver. In order to make the transfer, both customer accounts must not have a balance owing.

4. Rates, fees and charges

Introduction

The rates, fees and charges are charged in accordance with this agreement and programming selections that the customer made at the time of installation. For any questions, the customer should contact *Co-op Cable TV* at our Customer Service Center.

4.1 Minimum programming required

In order to have the right to receive and view programming, the customer must subscribe to a minimal programming package and stay subscribed to it. The base package is "Basic Package" and is currently billed at \$52.95 (plus tax) per month.

4.2 Modification of package

If a customer wishes to subscribe to another package, they must fill in the change of package form. The new package will be immediately available and will be billed pro rata to the number of days to come for the month. Customers can make a change to their package at any time although only one package modification request can be done

during the customer's billing cycle. This single request can include various additions or removals of packages but will come into effect on a single date. Attached is a list of the packages available.

4.3 Billing and payment policies

The customer shall pay in full all amounts billed for programming and all taxes, fees and other charges. *Co-op Cable TV* will bill the customer every month in advance for their programming. The statements received will show the total amount due, together with taxes and other changes since the last statement such as purchases and all other charges to the customer account. Unless otherwise stated in the statement, the total amount due is payable upon receipt. If there are billing errors or other requests, contact our Customer Service Center as soon as possible.

Payments can be made through the Co-operative, through your online Desjardins banking account via AccèsD or by setting up pre-authorized credit card payments with the Customer Service Centre.

4.4 Late payment

You shall pay *Co-op Cable TV* in full within the thirty (30) days following the billing date for the programming and for any other fees or charges due. If you do not pay the full amount of the fees indicated on your invoice within the thirty (30) days following the billing date or if you do not respect any obligations stipulated in this contract, *Co-op Cable TV* will disconnect your programming. If your account balance is over \$50.00 once the thirty (30) days following the billing date have passed or if you do not respect any obligations stipulated in this contract, *Co-op Cable TV* will disconnect your programming. If you pay your invoice after the cut-off date, we will bill you any amounts owing until its full payment. \$10.00 reconnection fees will be added for the reactivation of your programming.

4.5 Termination of programming by *Co-op Cable TV*

When your programming has been disconnected and to the extent permitted by applicable law, *Co-op Cable TV* may charge you reactivation fees (currently \$10.00). You must pay all past due charges and amounts owing to *Co-op Cable TV* such as indicated on your account statements be they expired, cancelled, terminated or still in existence as well as any costs which are reasonably incurred by *Co-op Cable TV* as a result of collection efforts on outstanding amounts, before your programming is reconnected, all to the extent permitted by law.

5. Your account

5.1 Your termination or suspension of programming

You may terminate the reception of all of your programming by notifying our Customer Service Center. If you cancel your right to receive and view any programming, in part of in entirety, you must still pay all fees and charges up until the date of deactivation.

5.2 Temporary suspension

You may temporarily suspend your right to receive and view the programming at any time by communicating directly with the Customer Service Center, providing that your programming is suspended for a minimum of 7 days. Your account balance must be at zero (\$0.00) to reconnect and you will be billed \$10.00 for reactivation fees.

5.3 Change of name, address or telephone number

You shall give *Co-op Cable TV* prompt notice of your change of name, mailing address, residency, address, telephone number and other relevant information by notifying our Customer Service Center. Notices are deemed to have been received when they arrive at our Customer Service Center.

For technical support or any other questions, please communicate with your local cable technician, the general manager of the co-operative or the Customer Service Center.

1-866-Nunavik (1-866-686-2845)

Customer signature: _____

Date (dd/mm/yyyy): ____ / ____ / ____

Customer name: _____

Account number: _____

Employee name : _____

This contract is available in French and Inuktitut.