
GENERAL

1. What are the Terms and Conditions of Service?

The terms and conditions of service (“**Service Terms**”) govern your use of any Services, as defined below.

Throughout this document:

- “**Equipment**” means any device, equipment or hardware used to access the Services or used in conjunction with the Services;
- “**Fixed Term**” means a minimum contract period for a particular Service;
- “**I**”, “**me**”, “**you**”, “**your**” and “**yours**” refer to you but also to persons that you authorize to use the Service or act as your agent with regard to the Service;
- “**Identifiers**” means e-mail addresses, phone numbers, account numbers, personal identification numbers (“**PINs**”), Internet Protocol addresses, personal web page addresses, access codes and any other identifier assigned to you by Sichuun;
- “**Policies**” are defined in Section 11 of the Service Terms;
- “**Service Agreement**” means an agreement setting out the terms for specific Services. Service Agreements are available on the Website at the following URL: <https://www.sichuun.com>
- “**Services**” mean any services that you subscribe to or receive through Sichuun, including but not limited to various Internet access services, hosted PBX and VoIP services. All Equipment and Software (as defined in this section) are considered elements of the Services;
- “**Sichuun**” means Sichuun Inc., its parents, subsidiaries and affiliates;
- “**Sichuun Parties**” means Sichuun, its partners, licensors, dealers, representatives, suppliers and agents (and their respective employees, officers, directors, shareholders and representatives);
- “**Software**” means any software used to access the Services or used in conjunction with the Services;
- “**us**”, “**we**”, “**our**” or “**ourselves**” means Sichuun;
- “**VoIP**” means Voice over Internet Protocol services; and
- “**Website**” means all content on the <http://www.sichuun.com>.

2. What is included as part of my Agreement for Services with Sichuun?

The “**Agreement**” includes the Service Terms, Service Agreements [made available on the Website at the following URL: <https://www.sichuun.com> or Services to which you subscribe, any Sichuun document describing features, products or services and any other document incorporated by reference together with these Service Terms. In the event of an inconsistency between the constituent documents of the Agreement, the inconsistency will be resolved by giving preference first to a Service Agreement, then to the Service Terms, and lastly to any other Sichuun documentation describing features, products or services.

3. How do I accept this Agreement?

You acknowledge that you have read, understood and agreed to the Agreement by either: (i) placing an order for Services by any means including over the phone, online or in-person; or (ii) using the Services.

If you do not agree to the Service Terms or the applicable Service Agreement(s), you may not use the Services.

4. How long does the Agreement last?

The “**Term**” of your Agreement with Sichuun begins when you accept the Agreement and will continue until the Agreement is terminated. Sichuun may provide Services on an ongoing month-to-month basis or on a Fixed Term basis. Service Agreements describe the applicable Term for corresponding Services.

5. Can Sichuun change the Agreement?

Not applicable to Residents of Québec: Unless otherwise specified in the Agreement, Sichuun can change the Agreement and any aspect of the Services. Before we make any changes to the Agreement, we will give you at least thirty (30) days’ written notice by email, letter, bill insert or by posting the notice on our website, www.sichuun.com/.

If you continue to use the Service after thirty (30) days from the effective date indicated in the notice, the new service term will become effective.

Applicable only to Residents of Québec: Unless otherwise specified in the Agreement, Sichuun can change the following aspects of the Agreement: (a) with respect to a plan or Service not subscribed to for a Fixed Term, any charges, features, content, functionality, structure or any other aspects of the plan or Service, as well as any term or provision of the Agreement; and (b) with respect to a plan or Service subscribed to for a Fixed Term, any aspect of the plan or Service, as well as any term or provision of the Agreement, other than essential elements of the plan, Service or Agreement.

Before we make any changes to the Agreement, we will give you at least thirty (30) days’ written notice by email, letter, bill insert or by posting the notice on our website. Our written notice will include any new provisions and/or the new and former wording of any amended provisions, as applicable, together with the date(s) that any such new and/or amended provisions come into force

6. What if I do not agree with a change that Sichuun makes to the Agreement?

If you do not agree with a change made by Sichuun, you may cancel the affected Services in accordance with Section 34.

Applicable only to Residents of Québec: If a change that Sichuun makes to the Agreement entails an increase in your obligations or a decrease in our obligations and you do not accept such a

change, you may terminate your Services without a Cancellation Charge (as defined in Section 37) by sending us a notice to that effect no later than thirty (30) days after the amendment takes effect.

ACCOUNT, BILLING AND PAYMENT

7. How does Sichuun bill me for the Services?

Sichuun will bill you monthly in advance on the 15th of each month. You must pay all recurring and one-time charges (“Fees”) and all applicable taxes due for Sichuun services by the 1st day of the subsequent month. Sichuun may bill you monthly in arrears for certain Fees. For example, billing in arrears may be necessary for charges that can only be calculated at the end of a billing month. Service Agreements may also modify the billing terms for certain Services.

8. How can I pay my bill?

You can pay your bill by Visa or Mastercard. If you do not have an accepted credit card, you may purchase a pre-paid Visa from a local retail store and use it to pay your bill. You confirm that you are an authorized user of the credit card or bank account and that it is valid and has not expired. You must promptly advise Sichuun if your credit card or bank account information changes. Invoices can also be paid online through your customer portal or via Sichuun’s payroll deduction program that is available through certain employers in the community and subject to eligibility requirements.

9. What charges apply to late payments, rejected payments and other account processing actions?

If Sichuun does not receive payment when due, your account will be suspended and subject to a late payment charge of **2%** per month on all outstanding balances. This late payment charge accrues on a daily basis and is calculated and compounded monthly on the outstanding amount (**26.82%** per year) (“**Late Payment Charges**”) from the date of the first bill on which it appears until the date we receive that amount in full.

You agree that we can charge any unpaid and outstanding amount, including any Late Payment Charges and taxes, on your account to your credit card, bank account or any other payment method pre-authorized by you for payment of Fees.

Not applicable to Residents of Québec: Administrative charges in the amount of \$25.00 may be levied for administration or account processing activities in connection with your account, including as a result of:

- a change of any Identifier.
- collection efforts due to non-payment or having a balance over your credit limit, including unbilled usage and pending charges, fees and adjustments;
- returned or rejected payments due to non-sufficient funds (“NSF”) or any other reason; and/or

- the restoration of Service, including reactivation of an account that has been suspended for non-payment.

Applicable only to Residents of Québec: Administrative charges in the amount of \$25.00 may be levied for administration or account processing activities in connection with your account, including as a result of a change of any Identifier.

10. What if I dispute Fees on my invoice?

If you have any questions, disputes or discrepancies to report regarding Fees, you must do so within ninety (90) days of the invoice date. Failure to notify us within this time period will constitute your acceptance of such Fees. We will investigate disputes and if, in our sole discretion, we determine that a portion of the Fees was incorrectly charged, then we will reverse the disputed portion of the Fees. You must pay the undisputed portion of the Fees in accordance with Section 8.

YOUR RESPONSIBILITIES

11. Does Sichuun have any policies that apply to the Services?

Yes. From time to time, Sichuun may establish policies, rules and limits (collectively “**Policies**”) concerning your relationship with Sichuun and the use of the Services, Equipment and any products, content, applications or services used in conjunction with the Services or Equipment. The Policies are incorporated into these Service Terms by reference and will be available on the Website.

12. Are there any limits to my use of the Services?

Yes. You agree to comply with and use the Services for your own personal, family or household use, in accordance with the Agreement and all applicable laws. You also agree not to:

- a) Resell the Services, receive any charge or benefit for the use of the Services; and
- b) Transfer your Services without our express consent.

You must also follow any Policies setting out acceptable use guidelines for the Services and Equipment.

13. How can I be sure that Sichuun has accurate contact information for my account?

You are responsible for keeping the contact and payment information you provide to Sichuun (including name, mailing address, email address, address where the Services will be provided to you), phone number, and any authorized users) up to date. If this Agreement is cancelled, you will provide Sichuun with forwarding information for final invoices or correspondence if your new contact information is different from the information we have on file. Failure to provide a forwarding address may result in the forfeiture of any outstanding credits or deposits on your account.

14. What am I responsible for if my Sichuun account is compromised?

You must notify Sichuun immediately should you suspect unauthorized use of the Services or if Equipment is lost or stolen. You are responsible for payment of all Fees and taxes charged to your account, whether authorized by you or not, which is why it is so important to protect your account and keep account information (including authorized users) up-to-date.

SICHUUN SERVICES

15. Are there any warranties on the Services?

To the maximum extent permitted by law, Sichuun Parties make no conditions, warranties or representations about the suitability, reliability, usability, security, quality, capacity, performance, availability, timeliness or accuracy of the Services. Sichuun provides the Services on a "reasonable efforts" basis and does not guarantee a specific speed and performance due to factors including but not limited to your location, weather, Internet traffic, your router capability, the specific technical configuration, capabilities and status of the Equipment, software and other factors beyond Sichuun's control (**for Residents of Québec, such warranties do not apply to statutory warranties applicable to Equipment**).

You bear the entire risk as to the use, access, transmission, availability, reliability, timeliness, quality, security and performance of the Services.

To the maximum extent permitted by law, Sichuun Parties expressly disclaim all conditions, warranties and representations, express, implied or statutory including, but not limited to, implied conditions or warranties of fitness for a particular purpose, title and non-infringement, whether arising by usage of trade, course of dealing, course of performance or otherwise.

Repair or replacement of defective Equipment is Sichuun's sole responsibility for any Service outage. In certain circumstances, Sichuun may, but is not obligated to, offer a non-refundable service credit to be applied against your current account balance. Any such service credit is offered at Sichuun's sole discretion, and without any admission of liability.

Not Applicable to Residents of Québec: To the maximum extent permitted by law, Sichuun Parties expressly disclaim all implied conditions or warranties of merchantability and durability and no advice or information, whether oral or written, obtained by you from the Sichuun Parties creates any term, condition, representation or warranty not expressly stated in the Agreement.

16. Does this mean that there may be circumstances when the Services are not available?

Unfortunately, yes. Performance and availability of the Service may depend on several factors, including access to third-party providers and suppliers that Sichuun does not fully control.

17. How do I transfer my phone number from another service provider to Sichuun?

If you notify Sichuun that you wish to “transfer-in” one or more of your existing phone numbers with another provider, we will perform the transfer on your behalf to the extent technically feasible. In order to do so, we will ask you to confirm certain information, including information about the account with your former service provider. You are responsible for payment of fees owed to your existing service provider, including any applicable cancellation charges and taxes. In some cases, transfer-in of your phone number(s) may not be possible.

18. How do I transfer my phone number from Sichuun to another service provider?

Upon your request or at the request of your new service provider, if your assigned account and phone numbers are active, Sichuun will process a “transfer-out” request for a phone number assigned to you to your new chosen service provider. Upon transfer-out, the Service Agreements pertaining to the transferred Services and phone number(s) will be cancelled automatically, pursuant to Section 35. You are responsible for all Fees and taxes associated with cancellation resulting from the transfer from Sichuun, including any applicable Cancellation Charges, as defined in Section 37.

SICHUUN EQUIPMENT AND SOFTWARE

19. Are there any limitations with respect to use of Equipment?

Yes. Except for Equipment that you have fully paid for, all Equipment installed or provided by us remains our property and you agree that:

- You will take reasonable care of the Equipment;
- You may not sell, lease, mortgage, transfer, assign or encumber the Equipment;
- You may not relocate the Equipment without our knowledge and permission; and
- You will return the Equipment to us at your own expense upon termination of the Services to which the Equipment is related.

If Equipment is lost, stolen or damaged or sold, leased, mortgaged, transferred, assigned, encumbered or not returned, you agree to pay us the undiscounted retail value of Equipment, together with any costs incurred by us in seeking possession of such Equipment. You must immediately notify us if Equipment is lost, stolen or destroyed.

20. Do I need to grant Sichuun access to Equipment?

Yes. You agree to authorize us and our representatives to enter or have access to your premises as necessary at mutually agreed upon timeframes to install, maintain, inspect, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of our services, the Equipment or our facilities or networks. If any of your Services or accounts have been terminated, then you authorize us and our representatives to enter or have access to your premises to disconnect the Services, as applicable.

Although Sichuun will seek your consent whenever feasible, you agree that Sichuun may access, without consent or notice, Equipment located on your property and outside of your residential or business dwelling in the following exceptional circumstances: (a) if Sichuun has a court order to do so; or (b) if there is an emergency situation, which includes circumstances where Equipment on your property is malfunctioning and impairing or otherwise adversely affecting your Services or the Sichuun network.

21. Do I have any say as to how Sichuun will install Equipment?

Sichuun installs Equipment at your premises in a manner which, in our sole discretion, is most appropriate based on a combination of factors including: Service requirements, structural and environmental considerations and worker safety. Sichuun reserves the right to deny your request for alternate Equipment installation configurations (“Customer-Requested Installation Configuration”). Any Customer-Requested Installation Configuration is also subject to specific limitations of liability described in Section 32.

22. Will the Service ever require changes of Equipment?

Yes. The Equipment, Equipment specifications and the location of Equipment require changes, at our sole discretion, from time to time. Unless otherwise specified by us, you are solely responsible for updating or maintaining your Equipment and software as necessary to meet such requirements, and you may not be entitled to customer support from us if you fail to do so.

23. Are there any limitations to the use of Software

Yes. Software, including all related documentation accompanying the Software (“**Software Documents**”), is for your own non-commercial personal, family or household use and may not be distributed, transferred or sold. All Software and Software Documents remain our property or that of our licensors or content providers, as applicable. You agree to take reasonable steps to protect Software and Software Documents from theft, loss or damage. You must review and agree to any applicable end user licence agreement of Sichuun, our licensors or content providers. Unless otherwise provided in the applicable end user licence agreement, all end user licence agreements will terminate upon termination of the applicable Service Agreement.

PROPRIETARY RIGHTS

24. Is the content that I access through the Services subject to any intellectual property rights?

Yes. You acknowledge that content including, but not limited to, text, software, music, sound, photographs, video, graphics or other material accessed through the Services or the Internet (collectively, the “**Customer Accessed Content**”) protected by applicable copyrights, trademarks, patents, trade secrets and/or other proprietary rights and laws.

Your license to use Customer Accessed Content, unless otherwise permitted by applicable laws or by a valid licence to use such content for other purposes, is limited to your own personal, lawful, non-commercial use.

You further acknowledge that, except where expressly stated otherwise, all Equipment, Software, content, documentation, processes, designs, technologies, materials and all other things comprising the Services are owned by Sichuun, its licensors or its suppliers and are protected by applicable copyrights, trade-marks, patents, trade secrets and/or other proprietary rights and laws.

25. Do I have any rights to the content that I provide in connection with the Services?

Yes. Sichuun does not claim ownership of information, materials, software or other content (collectively, the “**Customer Provided Content**”) that you post, upload, input, provide, submit or otherwise transmit to Sichuun or any third party, using the Services. However, you agree that by posting, uploading, inputting, providing, submitting or otherwise transmitting the Customer Provided Content to Sichuun or any third party, using the Services, you have thereby granted Sichuun a royalty-free, non-exclusive license to use, copy, distribute, transmit, display, edit, delete, publish and translate such content to the extent reasonably required by Sichuun to provide the Services to its customers or to ensure adherence to or enforce the terms of this Agreement.

26. Who owns Identifiers used in connection with the Services?

Except where otherwise specified by Sichuun, Identifiers remain the property of Sichuun at all times.

PRIVACY AND CONFIDENTIALITY OF YOUR INFORMATION

27. How does Sichuun protect my personal information?

Sichuun protects your personal information in a manner consistent with applicable privacy legislation and Policies.

28. Does Sichuun perform credit checks or report credit history?

Yes, by entering into the Agreement you agree that Sichuun may perform credit checks on you and obtain information about your credit history from a credit reporting agency or credit grantor to activate Services you ordered, or to assist in collection efforts. Sichuun may also disclose your Sichuun credit history to credit reporting agencies, credit grantors and/or collections agencies.

29. Will Sichuun send me commercial electronic messages or require Software downloads?

Yes. By entering into the Agreement, you are providing your consent to receive commercial electronic messages from Sichuun. You may unsubscribe from commercial electronic messages by using the unsubscribe mechanism contained in such messages. You also consent to receive

Software downloads from Sichuun to the extent that such downloads are reasonably necessary for the continued operation of Services and related material, Equipment and Software.

9-1-1 SERVICES, VoIP AND RELATED LIMITATION OF LIABILITY

30. Are 9-1-1 services available in the areas where Sichuun provides Services?

Unfortunately, no. 9-1-1 services are not currently available in Sichuun's operating territory. 9-1-1 services are therefore not provided in conjunction with Sichuun's VoIP services. You are solely responsible for discovery of alternative services for the dispatch of emergency services (including ambulance, fire and police).

31. How do Sichuun Parties limit their liability with respect to emergency services accessed via VoIP 9-1-1 services?

You acknowledge and agree that, to the maximum extent allowed by law, Sichuun Parties will not be liable for any injury, death or damage to persons or property arising directly or indirectly out of, or relating in any way to use of Services for access to emergency services.

LIABILITY AND INDEMNIFICATION

32. How does Sichuun limit its liability?

You agree that, unless otherwise specifically set out in a Service Agreement, to the maximum extent permitted by applicable law, Sichuun Parties' liability for negligence, breach of contract, tort, or other causes of action, including fundamental breach, is limited to a maximum amount equal to the greater of twenty (\$20) or an amount equal to the Fees payable during any service outage.

Other than the foregoing payment and to the maximum extent permitted by applicable law, Sichuun Parties are not responsible to anyone for:

- i. **Not applicable to Residents of Québec:** any direct, indirect, special, consequential, incidental, economic or punitive damages (including loss of profit or revenue, financial loss, loss of business opportunities, loss, destruction or alteration of data, files or software, breach of privacy or security property damage, personal injury, death or any other foreseeable or unforeseeable loss, however caused) resulting or relating directly or indirectly to the Service or any advertisements, promotions or statements relating to any of the foregoing, even if we were negligent or were advised of the possibility of such damages;
- ii. **Applicable only to Residents of Québec:** any damages (including loss of profit or revenue; financial loss; loss of business opportunities; loss, destruction or alteration of

- data, files or software; breach of privacy or security; or property damage) resulting or relating directly or indirectly from or relating to the Service;
- iii. The performance, availability, reliability, timeliness, quality, coverage, uninterrupted use, security, pricing or operation of the Service;
 - iv. Any error, inclusion or omission with respect to any telephone listings or directories;
 - v. The denial, restriction, blocking, disruption or inaccessibility of any Services, public alerts or special needs services, Equipment or Identifiers;
 - vi. Any lost, stolen, damaged or expired Equipment, Identifiers, passwords, codes, benefits, discounts, rebates or credits;
 - vii. Any error, omission or delay in connection with the transfer of Identifiers to or from another telecommunications service provider or any limitation connected thereto;
 - viii. Any acts or omissions of a telecommunications carrier whose facilities are used to establish connections to points that we do not serve; or
 - ix. Any claims or damages resulting directly or indirectly from any claim that the use, intended use or combination of the service or any material transmitted through the Services infringes the intellectual property, industrial, contractual, privacy or other rights of a third party.

Not applicable to Residents of Québec: These limits are in addition to any other limits on Sichuun Parties' liability set out elsewhere in the Agreement and apply to any act or omission of the Sichuun Parties, whether or not the act or omission would otherwise be a cause of action in contract, tort or pursuant to any statute or other doctrine of law.

33. Must I indemnify Sichuun Parties with regards to the Agreement?

Yes. You agree to indemnify and hold harmless Sichuun Parties from all demands, claims, proceedings, losses, damages, costs and expenses (including, without limitation, reasonable legal fees and other litigation expenses) incurred by or made against Sichuun Parties, which result from or relate to the Services, your use of the Services or other matters related to this Agreement.

CANCELLING AND SUSPENDING SICHUUN SERVICES

34. When and how can I cancel or suspend my Services?

You may cancel any or all of your Services and any corresponding Service Agreement at any time by contacting Sichuun at the points of contact specified in these Service Terms. Cancellation Charges, as defined in Section 37, may apply.

You may also choose to suspend your Services for a period of up to one year. A charge of \$25.00 per month will apply to accounts that are suspended in this manner. There is no charge to restore Service for accounts that have been suspended in accordance with Section 34.

35. What happens to a Service Agreement if I transfer my Services to another provider?

Upon transfer-out of one or more Services and Identifiers to another provider, the applicable Service Agreements will be automatically cancelled. Cancellation Charges, as defined in Section 37, may apply.

36. When can Sichuun cancel or suspend my Services?

Not applicable to Residents of Québec: Sichuun may cancel any or all of your Services and corresponding Service Agreements upon no less than thirty (30) days' notice.

Applicable only to Residents of Québec: Sichuun may cancel any or all of your Services and corresponding Service Agreements upon no less than sixty (60) days' notice. If you have subscribed to a Service on a Fixed Term, we may cancel that Service only pursuant to Sections 1604, 2126 and 2129 of the Civil Code of Québec.

Sichuun may also restrict, block, suspend, disconnect or terminate any or all of your Services for cause, without notice, if:

- you are in breach of a Service Agreement, including non-payment of your charges or non-compliance with any Policies;
- you do not maintain Service usage within the prescribed credit limit;
- you exceed reasonable usage limits, as determined by us;
- you have given us false, misleading or outdated information
- we reasonably suspect or determine that any of your Services, Equipment and / or Identifiers are the subject of fraudulent, unlawful or improper usage or usage that adversely affects our operations or the use of our services, facilities or networks by others;
- you harass, threaten or abuse us or our employees or agents;
- you fraudulently or improperly seek to avoid payment to us;
- we need to install, maintain, inspect, test, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of the Services, the Equipment or our facilities or networks; or

- we reasonably believe that there is an emergency or extreme circumstance that would warrant such action.

37. What are my obligations if my Service(s) are cancelled or transferred to another provider?

If you or Sichuun cancels one or more of your Services that are subject to a month-to-month Term or if your Services are transferred to another provider, you must pay all outstanding fees (including any installation fees for Services that have been installed but not activated), taxes, and Late Payment Charges on your final invoice for those cancelled Services. Sichuun will provide a refund for the cancelled portion of monthly service Fees that you have paid in advance for Services. This refund will be pro-rated based on the number of days left in the last monthly billing cycle after cancellation

One-time activation and installation fees are non-refundable. One-time activation and installation fees are intended to recover costs and constitute a genuine pre-estimate of liquidated damages in the event that a month-to-month Service is cancelled. Any Equipment that you lease from Sichuun, except for certain Equipment, such as fixed wireless equipment, that may require a Sichuun technician for retrieval, must be returned in person or by mail at the Sichuun Operations Centre located at 96 rue Atlantic, Schefferville, QC, G0G 2T0 within thirty (30) days of the date that Services are cancelled by you or Sichuun. If Equipment is not returned in accordance with this Section 37, Sichuun shall charge you the undiscounted retail value for the non-returned Equipment.

You acknowledge that any credits or refunds that are withheld pursuant to this Section 37 are “**Cancellation Charges**” which constitute a reasonable estimate of Sichuun’s liquidated damages, represent consideration for the Services, and are not a penalty.

Not applicable to Residents of Québec: If you cancel a Service that is subject to a Fixed Term prior to its expiry, or if Sichuun cancels for cause your Service that is subject to a Fixed Term, then you must pay Sichuun Cancellation Charges equal to fifty per cent (**50%**) of the remaining monthly Fees for the cancelled Service that would have been payable to the end of the Fixed Term, plus applicable taxes.

Applicable only to Residents of Québec: If you cancel a Service that is subject to a Fixed Term, your Cancellation Charges will be equal to either: (i) the pro-rated value of any economic inducements applicable to the Service Agreement being cancelled; or (ii) if no economic inducement was provided, the lesser of \$50 and an amount representing not more than 10% of the price of the Services provided in the Service Agreement that were not supplied prior to cancellation.

38. How can I restore my Service(s) if they have been restricted, blocked, suspended, disconnected or terminated by Sichuun?

Sichuun may, at its sole discretion, restore your Services, with or without conditions that may include:

- a) Full repayment of outstanding amounts owing to Sichuun;

- b) Compensation for costs incurred by Sichuun in connection with your breach of the Service Terms, including costs incurred to enforce your compliance;
- c) Changes to your Fees on an ongoing basis; and / or
- d) Payment of service restoral fees, in accordance with Section 9.

39. What happens to credit balances on my final bill?

We will refund any credit balances on your final bill within 60 days of the date of that bill.

ADDITIONAL TERMS

40. Do I have to meet certain criteria to enter into this Agreement?

Yes. By entering into this Agreement, you represent and warrant that you have reached the age of majority in the province of Quebec, which is **18** years of age, and that you possess the legal right and ability to enter into this Agreement and use the Services in accordance with this Agreement.

41. What is the process that applies to unresolved disputes with Sichuun?

The process for billing disputes is described in Section 10 of the Service Terms. More generally. More generally, if you have a dispute about Services, Software, about this Agreement, or about what we say outside this Agreement, then we want to resolve the dispute quickly and fairly, and will work with you in good faith to do so. If you have tried to work with us but remain unsatisfied, then you have a right to escalate the dispute.

Any unresolved dispute may be referred to voluntary single arbitrator arbitration. In such event, the fees for the arbitrator shall be shared equally by the parties.

If you are a consumer or small business with a monthly bill under \$2500, you may escalate certain types of complaints externally with the Commission for Complaints for Telecom-Television Services (“**CCTS**”) (www.ccts-cprst.ca, 1-888-221-1687). CCTS is the telecommunications consumer agency designated by the Canadian Radio-television and Telecommunications Commission (“**CRTC**”) to resolve certain consumer and small business disputes about telecommunications and television services. CCTS accepts complaints relating to service delivery, contract disputes, billing, credit management and unauthorized transfers of service.

42. Which Court has jurisdiction over claims related to the Agreement?

By entering into the Agreement, except where the CRTC, the CCTS or an arbitrator has jurisdiction, you consent to the exclusive personal jurisdiction of and venue in a court located in Montreal, Quebec for any suits or causes of action connected in any way, directly or indirectly, to the subject matter of the Agreement.

43. What if parts of this Agreement become unenforceable?

If any part of this Agreement becomes outdated, prohibited or unenforceable, the remaining terms will continue to apply to you and Sichuun. Even if Sichuun decides not to enforce any part of this

Agreement for any period of time, the term still remains valid and Sichuun can enforce it in the future.

44. What laws apply to this Agreement?

The Agreement is governed exclusively by and construed in accordance with the laws of the province or territory in which your billing address is located.

45. Can this Agreement be transferred?

Sichuun may transfer or assign all or part of this Agreement (including any rights in accounts receivable) at any time without prior notice or your consent. You may not transfer or assign this Agreement, your account(s) or the Service without Sichuun's prior written consent.

46. Do any terms or obligations of this Agreement apply after the cancellation or expiry of the Agreement?

Yes. The cancellation, transfer or expiry of a Service Agreement or the Agreement shall not release you or us from any obligation which has accrued prior to that event including but not limited to the obligation to pay any outstanding amounts owed for Services.

HOW TO CONTACT SICHUUN

47. How do I contact Sichuun?

To contact Sichuun for any reason, including providing notices to Sichuun pursuant to this Agreement, you may reach us:

- By Phone: 418-585-8000
- By email: support@sichuun.com
- By Mail: 1009 Naskapi Road
Kawawachikamach, Quebec
G0G 2Z0

48. How do I contact Sichuun for technical support?

Unless otherwise provided in a Service Agreement, Sichuun offers technical support for its Services, except on provincial and federal statutory holidays, between 8:00 AM and 5:00 PM Eastern Time ("ET") from Monday to Friday. You may contact Sichuun for technical support via the contact information set out above in Section 47.

MONTHLY DATA USAGE

49. How do I monitor my monthly data usage?

At any time, you may consult the Sichuun online customer portal or contact us at the coordinates set out in Section 47 to obtain information about your data usage for the current monthly billing cycle and related information. Depending on your choice of Services, monthly usage limits may or may not apply.

50. Does Sichuun provide any notifications related to data usage?

Yes. Sichuun will contact you by phone or email if you exceed your monthly data allowance. Service Agreements may list additional terms relating to data usage and overages.

51. What kind of data usage can I expect from common online activities?

Here are some helpful estimates associated with common applications of Internet services:

(1 Megabyte “MB” = 1024 Kilobytes “KB”)

	Data use estimate
Emails	50-300 KB each
SD photos	100-500 KB each
HD photos	2-5 MB each
SD video streaming	1,000 MB per hour
HD video streaming	3,000 MB per hour
4k / UHD video streaming	7,000 MB per hour
Downloading SD movies	700 MB per hour
Streaming audio	100 MB per hour
Online gaming	50-100 MB per hour

These estimates are *intended as a guideline and actual use may vary.*