

AUTHORIZATION FOR BUSINESS ACH PLAN

Terms & Conditions

1. In this Authorization, "we", "us" and "our" refers to each of the undersigned account holders.
2. We agree to participate in this Business Pre-authorized Payment Plan and authorize MegaQuebec (the "Payee") indicated herein, as well as any successor or assign of the Payee to draw a debit in paper, electronic or other form for the purpose of making payment for goods or services related to our commercial activities on our account (the "Account") at the financial institution indicated herein (the "Financial Institution"), and we authorize said Financial Institution to honour and pay such debits. This Authorization is provided for the benefit of the Payee and our Financial Institution, and is provided in consideration of our Financial Institution agreeing to process debits against our Account in accordance with the Rules of the Canadian Payments Association. We agree that any direction we may provide to draw a Business ACH, and any Business ACH drawn in accordance with this Authorization, shall be binding on us as if signed by us, and, in the case of paper debits, as if they were cheques signed by us.
3. We may revoke this Authorization at any time by delivering a written notice of revocation to the Payee. This Authorization applies only to the method of payment and we agree that revocation of this Authorization does not terminate or otherwise have any bearing on any contract that exists between us and the Payee.
4. We agree that our Financial Institution is not required to verify that any Business ACH has been drawn in accordance with this Authorization, including the amount, frequency and fulfillment of any purpose of any Business ACH.
5. We agree that delivery of this Authorization to the Payee constitutes delivery by us to our Financial Institution. We agree that the Payee may deliver this Authorization to the Payee's financial institution and agree to the disclosure of any information that may be contained in this Authorization to such financial institution.
6. We agree to the following:
 - i. for Business ACHs of a fixed amount, we shall receive prior written notice from the Payee for the amount to be debited and the due date(s) of the debits at least one (1) business day before the first Business ACH falls due, and that such notice shall be received each time the amount or date(s) of payment is (are) modified;
 - ii. for Business ACHs of variable amounts, we shall receive prior written notice from the Payee for the amount to be debited and the due date(s) of the debits at least one (1) business day before each Business ACH falls due;
 - iii. we waive the requirement for reception of a written notice one (1) day in advance for a Business PDA that would include issuing a Business ACH following direct action on our part (such as, but not limited to, instructions given over the telephone) requesting the Payee execute a Business ACH to pay, in whole or in part, an invoice we received.
7. We may dispute a Business PDA by providing a signed declaration to our Financial Institution under the following conditions:
 - a) the Business ACH was not drawn in accordance with this Authorization;
 - b) this authorization was revoked; or
 - c) any pre-notification required and not waived by section 6 was not received by us.

We acknowledge that, in order to obtain reimbursement from our Financial Institution for the amount of a disputed Business ACH, we must sign a declaration to the effect that either (a), (b) or (c) above took place and present it to our Financial Institution up to and including, but not later than, ninety (90) business days after the date on which the disputed Business ACH was posted to the Account. We acknowledge that, after this period of ninety (90) business days, we shall resolve any dispute regarding a Business ACH solely with the Payee, and that our Financial Institution shall have no liability to us respecting any such Business ACH.
8. We certify that all information provided with respect to the Account is accurate and we agree to inform the payee, in writing, of any change in the Account information provided in the Authorization at least ten (10) business days prior to the next due date of a Business ACH. In the event of any such change, this Authorization shall continue in respect of any new account to be used for Business ACHs.
9. We warrant and guarantee that all persons whose signatures are required to sign on the Account have signed this Authorization below.
10. We understand and agree to the foregoing terms and conditions.
11. We agree to comply with the Rules of the Canadian Payments Association, or any other rules or regulations that may affect the services described herein, as may be introduced in the future or are currently in effect and we agree to execute any further documentation which may be prescribed from time to time by the Canadian Payments Association in respect to the services described herein.

IMPORTANT INFORMATION

- You must fill out this form and return it to us as soon as possible.
- Between the time your request for activating your connection is made and your duly filled form is received by MegaQuebec, you can activate your connection by using a username and temporary password that will change every 3 days.
- You are allowed a maximum of 3 temporary usernames and passwords that allow you to activate your connection pending reception of the form by MegaQuebec.
- To obtain your new username and temporary password, you must provide all of your contact information and the username you chose when you made your request to activate your connection.
- Your username and the personal password you chose when you made your request to activate your connection will come into effect once MegaQuebec receives your duly completed form and a void cheque.
- Payment for your Internet connection will be made on the first or the fifteenth (15th) business day of each month. For the initial payment, the amount charged will be for the month in question, as well as the period from the activation date to the end of the preceding month. To deactivate your connection, send an e-mail to the following address: desactivation@megaquebec.net.
- We strongly recommend you take a few minutes to read MegaQuebec's policies at the following address: <http://www.megaquebec.net/politiques.asp>
If there is a discrepancy between these terms and conditions and a document written and signed by MegaQuebec, the former prevails.

Call us if you would like more information. Our hours of operations are indicated below:

Business Office : **Monday to Friday, from 8 a.m. to 5 p.m.**
(418) 821-0024
1 866-821-0024

Technical Support : **7 days a week**
(418) 821-0024, ext. 66
1 866-821-0024

Thank you

The MegaQuebec Team

Copy for your records

COPY TO RETURN TO US WITH A VOID CHEQUE

Please ensure you have read the terms and conditions before signing below

Name of authorized signatory Signature Date

Name of authorized signatory Signature Date

Name of authorized signatory Signature Date

ANNEX "B"

AUTHORIZATION FOR A BUSINESS PRE-AUTHORIZED PAYMENT PLAN

I (we) hereby authorize the Payee to directly debit my (our) Account for services offered by MegaQuebec.

Instructions:

- a) Fill out the entire form to authorize your Financial Institution to make payments from your Account.
- b) Return the duly completed form with a void cheque to the Payee at the address written below.
- c) If you have any questions, contact the Payee by mail or telephone.

INFORMATION ABOUT THE PAYOR

(Type or print)

Name(s) of authorized signatory(ies): _____

Address: _____

Phone: _____

Signature(s) of the authorized signatory(ies): _____

Date: _____

INFORMATION ABOUT THE PAYOR'S FINANCIAL INSTITUTION

(Type or print)

Transit number: _____ Institution number: _____ Account number: _____

Name of financial institution: _____

Branch: _____

Branch address: _____

City / Province: _____

Postal code: _____

INFORMATION ABOUT THE PAYEE

MegaQuebec
400 Jean Lesage, suite 215
Quebec City, Quebec
G1K 8W1
Phone (418) 821-0024
Fax: (418) 821-2851