

Imperial Telecom High Speed Internet Service Acceptable Use Policy

Master Service Agreement Number:

This High Speed Internet Service Acceptable Use Policy hereinafter referred to as ("POLICY") is made and entered into between The Imperial Group Limited, and/or its subsidiaries located at 6047 Mountaingate Drive, Niagara Falls, Ontario, L2J 4H9, hereinafter referred to as ("TIG") and you, the Customer hereinafter referred to as ("CUSTOMER" or "BUYER" or "SUBSCRIBER" or "YOU" or "YOUR"). CUSTOMER and TIG are collectively referred to in this Agreement as the "PARTIES." The above Master Service Agreement Number is linked to this POLICY and provides the details on the Products and Services that this POLICY applies to.

TIG is committed to making our High-Speed Internet Services (the "SERVICES") a truly enjoyable and satisfying experience for all of our Customers. Our SERVICES enable our Customers to connect to the Internet through our high-speed network.

TIG's ongoing responsible management of the network, combined with fair user practices, provide each user and CUSTOMER with prompt access to the high-speed network. To protect the network, and CUSTOMERS who could be affected through another user's abuse of these privileges, TIG has the right to terminate the SERVICES of anyone who contravenes the terms and conditions of this POLICY or the Imperial Telecom Internet Services General Terms and Conditions. All users of the TIG High-Speed Internet Services are therefore subject to the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Illegal Use.** The SERVICES may only be used for lawful purposes. Transmission, distribution, or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, as well as material that is or may be considered as obscene, defamatory or constitutes an illegal threat. TIG does not assume any responsibility for material available, transmitted, stored or otherwise accessible through the SERVICES. Using the SERVICES for the transmission or storage of material protected by copyright or by other intellectual property rights without the consent of the relevant rights holders may be an infringement of Canadian copyright law and could give rise to criminal and civil liability. TIG does not authorize the use of its SERVICES in any way that is contrary to law.
2. **Security.** CUSTOMER is responsible for ensuring that the use of the SERVICES complies with this POLICY. The CUSTOMER is fully responsible for any misuse of the CUSTOMER even if the inappropriate activity was committed by another individual such as a friend, family member, guest or employee with access to the CUSTOMER account. It is the CUSTOMER's responsibility to ensure that no one gains unauthorized access to the SERVICES.

The CUSTOMER is solely responsible for the security of any device they choose to connect to the TIG network, including any data stored on that device.

- i. The SERVICES may not be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the knowledge and written consent of such person and may not be used in any attempt to circumvent the user authentication or security of any host, network, or account.
- ii. Prohibited activities include, but are not limited to:
- iii. Accessing data without express authorization of the owner;
- iv. Logging into or making use of a server or account the CUSTOMER is not expressly authorized to access;
- v. Probing the security of other computers/networks;
- vi. Forging any part of the TCP/IP packet header or any part of the header information in an e-mail or a newsgroup posting;
- vii. Facilitating a violation of this AUP;
- viii. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam;
- ix. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools is prohibited. The SERVICES may not be used to collect, or attempt to collect, personal information about third parties without their knowledge or written consent;

- x. The SERVICES may not be used to interfere with computer networking or telecommunications services of any user, host or network, by, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature also is prohibited. The SERVICES may not be used to violate the rules, regulations, or policies applicable to any network, server, computer database, or web site that the CUSTOMER accesses or to violate another internet service provider's acceptable use policy and/or terms of service.
3. **Inappropriate Content.** There may be content on the Internet or otherwise available through the Services which may be offensive to some individuals, or which may not be in compliance with all applicable laws and regulations. TIG does not assume any responsibility for the content contained on the Internet or otherwise available through the SERVICES. The CUSTOMER must assume the risk of accessing content through the SERVICES, and TIG shall not have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content. Content questions or complaints should be addressed to the content provider, not TIG.

The CUSTOMER is solely responsible for any information that the CUSTOMER publishes on the Internet or other Internet services.

The CUSTOMER must ensure that any content that may be disseminated is appropriate for its intended recipient(s). TIG reserves the right, without however having the obligation to do so, to refuse to post or to remove any information or materials, in whole or in part, that is unlawful, offensive, obscene, defamatory, or that may be considered as such, or otherwise causes unnecessary stress on the TIG network, its services and its resources, or other users.

4. **Electronic Mail/Newsgroup/Internet Relay Chat/Messenger.** The SERVICES may not be used to indiscriminately send unsolicited, unwanted, irrelevant, or inappropriate messages, especially commercial advertising in mass quantity (Spam).

Other prohibited electronic mail activities include, but are not limited to:

- i. Posting a single message, or messages similar in content, to more than nine online forums or newsgroups.
- ii. Posting messages to online forums or newsgroups that violate the rules of the forums or newsgroups.
- iii. Collecting the responses from unsolicited E-mail regardless of whether or not the mail was sent via the TIG network.
- iv. Sending any unsolicited E-mail that could be expected, in TIG's discretion, to provoke complaints.
- v. Sending E-mail with charity requests, petitions for signature, or any chain mail related materials.
- vi. Sending unsolicited E-mail without identifying in the E-mail a clear and easy means to be excluded from receiving additional E-mail from the originator of the E-mail.
- vii. Continuing to send messages to anyone that has expressly requested not to receive messages from the sender.
- viii. Sending messages which disrupt another Internet user's equipment, including software, hardware, and user display, or hindering other users in their access to, and use of, the Services.
- ix. Forging, altering or removing electronic mail headers.
- x. Spoofing, forging, or using another user's identity or network address while participating in chat sessions.
- xi. Performing any "flooding" activities. Flooding is defined as deliberately repeating actions in quick succession in order to fill the screens of other Internet users with text.
- xii. Using automated programs, such as "bots" or "clones" when CUSTOMER is not physically present at the device.

By using TIG's servers, the CUSTOMER consents to anti-spam and anti-virus filtering by TIG.

TIG is not responsible for the forwarding of E-mail sent to any account that has been discontinued, suspended or terminated. Such E-mail will be returned to sender, ignored, deleted, or stored temporarily at TIG's sole discretion.

TIG reserves the right to discontinue access to any Usenet newsgroup at any time for any reason.

5. **IP Address.** Any IP address assigned by TIG is the property of TIG at all times. TIG's Customers are issued dynamically assigned IP addresses that can change any time at the discretion of TIG without prior notice. TIG assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to any change in IP Addressing.

6. **Bandwidth, Data Storage and Other Limitations.** CUSTOMERS shall comply with the bandwidth, data storage and other limitations associated with their Service plan as set out in the Master Service Agreement whose Number is listed at the top of this POLICY. If CUSTOMER exceeds the usage limits associated with CUSTOMER'S Service plan, TIG may impose additional charges, as specified in the Master Service Agreement whose Number is listed at the top of this POLICY.

CUSTOMER may not resell, share, or otherwise distribute the SERVICES or any portion thereof to any third party without the written consent of TIG.

7. **Violation of this POLICY.** Although TIG has no obligation to monitor the Services and/or the network, TIG reserves the right to monitor bandwidth, usage, and content from time to time to operate the SERVICES; to identify violations of this POLICY; and/or to protect the network and other TIG Customers. Any correspondence that TIG may want to deliver to the CUSTOMER with respect to bandwidth usage, violation of this POLICY, or protection of TIG network will be sent to the primary contact e-mail address attached to the CUSTOMER'S account.

TIG, in its sole discretion, may, at any time and without prior notice, take any actions deemed appropriate if the CUSTOMER exceeds the bandwidth limitations associated with the CUSTOMER'S Service plan as set out in the Master Service Agreement whose Number is listed at the top of this POLICY, or to preserve the integrity of its network. Such actions may include, but are not limited to, the imposition of the additional charges set out in the Master Service Agreement whose Number is listed at the top of this POLICY, temporary or permanent removal of material, cancellation of newsgroup posts, discontinuing access to any Usenet newsgroup, filtering of Internet transmissions, and the immediate suspension, discontinuance, limitation or termination of the Services. TIG will not incur any liability for any such corrective actions.

TIG reserves the right to investigate suspected violations of this POLICY, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on TIG's servers and network.

TIG may cooperate with law enforcement authorities in the investigation of suspected violations of any applicable laws, regulation, public AUP or order of a public authority having jurisdiction. Such cooperation may include TIG providing the CUSTOMER'S username, IP address, or other information based on reasonable evidence and/or receipt of warrant. Upon termination of the Services, TIG is authorized to delete any files, programs, data and E-mail messages associated with the CUSTOMER'S account. TIG, in its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. Violations of this POLICY may also subject the account holder(s) to criminal or civil liability.

8. **Language Clause.** The PARTIES hereto have requested that this POLICY and all correspondence and all documentation relating to this POLICY, be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.
9. **Governing Law.** This POLICY shall be governed by the laws of the Province of Ontario. CUSTOMER may not assign or transfer this POLICY in whole or in part, without the prior written consent of TIG.
10. **Severability.** In the event that any term or provision of this POLICY is held by a court of competent jurisdiction to be illegal, unenforceable, or invalid in whole or in part for any reason, the remaining provisions of this POLICY shall remain in full force and effect.
11. **Electronic Records.** CUSTOMER consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting TIG. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.
12. **Assignment.** TIG may assign or subcontract all or any portion of its rights or obligations with respect to this POLICY and/or assign the right to receive payments without CUSTOMER consent. CUSTOMER may not assign this POLICY or any of their rights or obligations without the prior written consent of TIG.

- 13. **Interpretation.** The format, words, and phrases used herein shall have the meanings generally understood thereby in the Computer/Software/Internet Industries. This POLICY shall be construed according to its plain meaning. In the event any ambiguity shall be found herein, TIG will be the final authority as to the interpretation of this POLICY.

- 14. **Disclosure to Law Enforcement.** TIG may disclose any CUSTOMER information to law enforcement agencies without further consent or notification to the CUSTOMER upon lawful request from such agencies. TIG will cooperate fully with law enforcement agencies at all times.

By signing below, I acknowledge that I am duly authorized to accept this POLICY on behalf of CUSTOMER and that I am duly authorised to bind CUSTOMER to the terms contained in this POLICY.

Authorized Signature

Authorized Name

Title

Date

