

## ACCEPTABLE USE POLICY (AUP)

This AUP applies to each Customer and its employees, agents, contractors or other users of such Customer who obtain Services from EH!tel (each such person being a "User"). All Users are required to comply with this AUP to enhance the quality of the Services and to protect EH!tel 's customers, and the Internet community as a whole, from illegal, irresponsible, or disruptive Internet activities. Each User should use common sense and good judgment in connection with the Services. The Customer agrees to use Bandwidth Services only for lawful purposes, in conjunction with all applicable law. Specific activities that are prohibited include, but are not limited to:

1. Users may not:
  - a. **Utilize the Services to send mass unsolicited e-mail to third parties.** Provided, however, that Users send unsolicited commercial e-mail so long as the User ensures that such transmissions comply with all applicable provincial, federal and international regulations, rules and laws, including, without limitation, the U.S. CAN-SPAM Act of 2003.
  - b. **Utilize the Services to be involved in the distribution of tools designed for the aiding of Unsolicited Bulk Email (UBE).**
  - c. **Utilize the Services in such a way that User becomes documented on a recognized SPAM abuse list or if the User has previously been denied access from another provider due to acceptable use policy violations.**
  - d. **Utilize the Services in connection with any illegal activity.** Without limiting the general application of this rule, Users may not:
    - i. Utilize the Services to copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization;
    - ii. Utilize the Services to misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party;
    - iii. Utilize the Services to traffic in illegal drugs, illegal gambling, obscene materials or other any products or services that are prohibited under applicable law;
    - iv. Utilize the Services to export encryption software to points outside the United States in violation of applicable export control laws; or
    - v. Utilize the Services in any manner that violates applicable state, federal and international law.
  - e. **Utilize the Services in connection with any tortious or actionable activity.** Without limiting the general application of this rule, Users may not:
    - i. Utilize the Services to publish or disseminate information that (A) constitutes slander, libel or defamation, (B) publicizes the personal information or likeness of a person without that person's consent or (C) otherwise violates the privacy rights of any person.
    - ii. Utilize the Services to threaten persons with bodily harm, to make harassing or abusive statements or messages, or to solicit the performance of acts or services that are illegal under applicable law.
  - f. **Utilize the Services in connection with any other disruptive or abusive activity.** Without limiting the general application of this rule, Users may not:
    - i. Utilize the Services to cause denial of service attacks against EH!tel or other network hosts or internet users or to otherwise degrade or impair the operation of EH!tel 's servers and facilities or the servers and facilities of other network hosts or internet users;
    - ii. Utilize the Services to offer mail services, mail forwarding capabilities, POP accounts or autoresponders other than for the User's own account;
    - iii. Utilize the Services to resell access to CGI scripts installed on EH!tel 's servers;
    - iv. Utilize the Services to subvert, or assist others in subverting, the security or integrity of any EH!tel systems, facilities or equipment;
    - v. Utilize the Services to gain unauthorized access to the computer networks of EH!tel or any other person;

- vi. Utilize the Services to provide passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code;
- vii. Utilize the Services to (A) forge the signature or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the User (excluding the use of anonymous remailers or internet nicknames);
- viii. Utilize the Services to distribute or post any virus, worm, trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Services;
- ix. Utilize the Services to conduct port scans or other invasive procedures against any server (except any server for which the User is an authorized system administrator);
- x. Utilize the Services to distribute, advertise or promote software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or spam;
- xi. Utilize the Services to solicit or collect, or distribute, advertise or promote, e-mail address lists for the purpose of encouraging or facilitating unsolicited commercial e-mail or spam;
- xii. Post messages, run scripts or run software programs that consume excessive CPU time or storage space;
- xiii. Utilize the Services in any manner that might subject EH!tel to unfavorable regulatory action, subject EH!tel to any liability for any reason, or adversely affect EH!tel 's public image, reputation or goodwill, including, without limitation, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by EH!tel in its sole discretion; or
- xiv. Utilize the Services in any other manner to interrupt or interfere with the internet usage of other persons.

## 2. Violations

- a. **Disclaimer and Assumption of Risk.** Notwithstanding this AUP, Users of the internet (including the Services) make such use at their own risk, acknowledging that there are known and unanticipated risks associated with internet use, some of which could result in physical, emotional or psychological injury or even death, or damage to individuals, to property, or to third parties. Such risks cannot be eliminated without jeopardizing the essential qualities of use of the internet. These risks include, among other things: credit card theft, identity theft, fraud, solicitation, stalking, invasion of privacy, unwanted receipt of offensive or obscene material, trespass to chattels or denial of service attacks. EH!tel expressly disclaims any obligation to monitor it's Customers and other Users with respect to violations of this Policy. EH!tel has no liability or responsibility for the actions of any of its Customers or other Users or any content any User may post on any web site. Users voluntarily engage in the activity of internet use and bear the risks associated with that activity.
  - b. **Reporting Non-Copyright Violations** EH!tel encourages Users to report violations of this policy by e-mail to: [complaints@ehtel.ca](mailto:complaints@ehtel.ca) , including in any such report the name of the offending domain (for example, xyz.com), the IP address and the type of abuse (for example, spam, illegal acts, harassment, etc.) in the "subject" field of the e-mail.
3. **Reservation of Rights.** EH!tel reserves the right to involve and cooperate with appropriate legal authorities in investigations of claims of illegal activity involving EH!tel 's Services, Customers and other Users. EH!tel reserves all other rights to respond to violations of this AUP to the extent of applicable law and in accordance with any applicable contractual obligations. EH!tel may utilize technical means to monitor communications into, and out of, its network facilities to prevent the introduction of viruses or other hostile code, to prevent intrusions and otherwise to enforce this Policy and each Customer agrees that EH!tel is authorized to monitor its communications through EH!tel 's network for such purposes.



4. Indemnification. User(s) will indemnify, defend, and hold harmless EH!tel, its affiliates, subsidiaries, officers, agents and employees from any and all claims, damages or lawsuits of any kind (including reasonable attorney fees) arising out of the User's use of the Services and negligent or illegal acts of User(s), its employees or agents, including, but not limited to, claims, damages or lawsuits arising out the use of those services.