

Acceptable Use Policy

General

This Acceptable Use Policy (“**AUP**”) forms part of the Agreement (as this term is defined in the MSA). Unless otherwise expressly defined herein, capitalized terms referenced herein shall have the meanings ascribed to them elsewhere in the Agreement.

When using the Services, Users must comply with all applicable laws (collectively “**Law**”), including the terms herein. FAILURE OF THE CUSTOMER TO COMPLY WITH THE TERMS OF THIS AUP MAY CONSTITUTE A MATERIAL BREACH OF THE AGREEMENT, AS REASONABLY DETERMINED BY THE COMPANY.

Prohibited Use

Services may only be used for lawful purposes. At all times, Users may only access and use the Services in full compliance with Law. Users may not use the Services to engage in, foster, or promote illegal, abusive, or irresponsible behaviour, including:

(a) Using the Services to send mass unsolicited e-mails to third parties in violation of Law such as the *U.S. CAN-SPAM Act of 2003* in the U.S. and *Canada's anti-spam legislation (CASL)* in Canada.

(b) Using the Services to be involved in the distribution of tools designed for the aiding of unsolicited bulk email.

(c) Knowingly permitting the Services to be used by Users who are documented on any SPAM abuse list recognized generally by internet service providers (“**ISPs**”) or Users that have previously been denied access from another provider due to similar acceptable use policy violations.

(d) Using Internet Relay Chat (“**IRC**”) over the Services in violation of Law. This includes, but is not limited to, the use of IRC clients, server software, bots or anything related to IRC.

(e) Using the Services in connection with any illegal activity. Without limiting the generality of the foregoing, Users may not use the Services to:

(i) Copy or download material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization;

(ii) Misappropriate or infringe the patents, copyrights, trademarks, or other intellectual property rights of any third party;

(iii) Traffic in stolen goods, illegal drugs, illegal gambling or any other illegal products or services;

(iv) Transmit or receive obscene materials (including those that may be contrary to Law or rules of any internet governing authority) such as any sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable material;

(v) Export technology to any jurisdiction in contravention of export control Law; or

(vi) Violate any Law.

(f) Use the Services in connection with any tortious or actionable activity. Without limiting the general application of this provision, Users may not utilize the Services to:

- (i) 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 any applicable privacy Law; or
 - (ii) Threaten any person with bodily harm, to make harassing or abusive statements or messages, or to solicit the performance of acts or services that are contrary to Law.
- (g) Use the Services in connection with any other disruptive or abusive activity. Without limiting the generality of the foregoing, Users may not use the Services to:
- (i) Cause denial of service attacks against any person or organization, including the impairment any network and internet infrastructure;
 - (ii) Offer mail services, mail forwarding capabilities, POP accounts or autoresponders other than for a User's own account;
 - (iii) Resell access to common gateway interface (CGI) scripts installed on servers used to provision the Services;
 - (iv) Subvert, or assist others in subverting, the security or integrity of any third-party information technology system;
 - (v) Gain unauthorized access to any computer network;
 - (vi) Distribute 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) (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 entity, 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) Distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt any online services, destroy data, destroy or damage equipment, or disrupt the operation of the Services;
 - (ix) Conduct port scans or other invasive procedures against any server (except on any server for which the User has been legitimately authorized);
 - (x) Distribute, advertise or promote software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or spam;
 - (xi) 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 are intended to consume excessive resources and time or storage space;
 - (xiii) In any manner that might subject the Company to unfavorable regulatory action, subject Company to any liability for any reason, or adversely affect Company's public image, reputation or goodwill; or
 - (xiv) Interrupt or interfere with the Internet usage of other persons.

Remedies

(a) Violations. If the Company learns of a violation of the AUP, then the Company may take any of the following actions, in accordance with the severity and duration of the violation:

- (i) Warning the Customer;
- (ii) Require Customer to removing the offending content;
- (iii) Terminate the Services of part thereof; and/or
- (iv) Impose additional Fees or charges to cover any cost or expense the Company may incur as a result of handling such violation.

(b) Remedy. Upon the Company's written notice (email permitted) to the Customer of any suspected or actual violation of this AUP by any User, the Customer shall respond to the Company in writing within 48 hours of receiving such notice ("**Notice Period**"); however, if the Customer fails to respond in writing within the Notice Period, the Company shall reasonably attempt to contact the Customer, and failing which, depending on the severity of the violation, including its potential or actual adverse impact to the Company and/or to third-parties, the Company may, without liability of any kind to any User, take any reasonable and practicable action under the circumstances to mitigate such impact.

(c) Cooperation with Law Enforcement. The Company reserves the right to involve and/or cooperate with law enforcement or the appropriate legal authorities in investigations of claims of illegal activity involving the Services or any Users thereof and to respond to any violation of this AUP to the extent legally permitted.