

## **1. Introduction**

This Internet Acceptable Use Policy ("Policy") sets out the principles, terms and conditions that govern the use by NEXICOM INC. Customers of the networks, systems, services and products provided by NEXICOM INC.. The Policy has been established to protect our Customer's use of the Internet and to promote the integrity, security, reliability and privacy of NEXICOM INC.'s networks and systems.

NEXICOM INC. retains the right to modify the Policy at any time and any such modification shall be automatically effective as to all Customers when adopted by NEXICOM INC.

The Customer acknowledges and agrees that it is their sole responsibility to make themselves aware of this Acceptable Use Policy and any and all subsequent revisions.

## **2. Compliance with Law**

Customers shall not post, transmit, re-transmit or store material on or through any of NEXICOM INC.'s networks, systems, services or products that:

is in violation of any municipal, provincial, federal, international or any other law or regulation;

threaten, harass, or are obscene, indecent, defamatory, hateful or that otherwise could adversely affect any individual, group or entity (collectively, "Persons"); or

violate the rights of any Person, including privacy rights and rights protected by copyright, trade-mark, trade secret, patent or other intellectual property or similar laws or regulations including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Customer.

## **3. Prohibited Uses of NEXICOM INC.'s Systems, Services and Products**

This Policy identifies the uses and actions that NEXICOM INC. considers to be unacceptable and/or abusive, and thus, strictly prohibited. In addition to the other requirements of this Policy, the Customer may only use NEXICOM INC.'s networks, systems, services and products in a manner that, in NEXICOM INC.'s sole judgment, is consistent with the purposes of such networks, systems, services and products. The examples of prohibited uses identified below are non-exclusive and are provided, in part, for guidance purposes.

The following uses of NEXICOM INC.'s networks, systems, services and products are expressly prohibited:

### **3a. Prohibited Actions: General Conduct**

Transmitting on or through any of NEXICOM INC.'s networks, systems, services, or products any material that is, in NEXICOM INC.'s sole discretion, unlawful, obscene, threatening, harassing, abusive, libelous, or hateful, or encourages conduct that may constitute a criminal offence, may give rise to civil liability, or otherwise may violate any municipal, provincial, federal, international or other law or regulation.

Transmission, distribution, or storage of any information, data or material in violation of federal or provincial regulations or laws, or of the common law.

Violations of the rights of any Person protected by copyright, trademark, trade secret, patent or other intellectual property or similar laws or regulations.

Violations of the rights of any person protected by privacy, nuisance or trespass laws or regulations.

Actions that restrict or inhibit any Person, whether a Customer of NEXICOM INC. or otherwise, in its use or enjoyment of any of NEXICOM INC.'s networks, systems, services or products.

Resale of NEXICOM INC.'s services and products, without the prior written consent of NEXICOM INC..

Deceptive on-line marketing practices.

Furnishing false data for the signup application, including fraudulent use of credit card numbers (such conduct is ground for immediate termination and may subject the offender to civil or criminal liability).

Uploading or downloading, transmitting, posting, publishing, disseminating, receiving, storing or otherwise reproducing, distributing or providing access to information, software, files or other material which: (i) are confidential or protected by copyright or other intellectual property rights, without prior authorization from the rights holder(s); (ii) are defamatory, obscene, child pornography or hate literature; or (iii) constitute invasion of privacy, appropriation of personality, or unauthorized linking or framing.

Transmitting, posting, receiving, storing or otherwise reproducing distributing or providing access to any program or information constituting or encouraging conduct that would constitute a criminal offence or give rise to civil liability. Violating or breaching any applicable laws and/or regulations.

### **3b. Prohibited Actions: System and Network Security**

Attempting to circumvent user authentication or security of any host, network or account ("cracking"). This includes, but is not limited to, accessing data not intended for the Customer, logging into a server or account the Customer is not expressly authorized to access, or probing the security of other networks.

Effecting security breaches or disruptions of Internet communications. Security breaches include, but are not limited to, accessing data of which Customer is not an intended recipient or logging onto a server or account that Customer is not expressly authorized to access. For purposes of this section, "disruption" includes, but is not limited to, port scans, ping floods, packet spoofing, forged routing information, deliberate attempts to overload a service, and attempts to "crash" a host.

Using any program/script/command, or sending messages of any kind, designed to interfere with a user's terminal session, by any means, locally or by the Internet.

Executing any form of network monitoring which will intercept data not intended for Customer.

### **3c. Prohibited Actions: E-Mail**

Harassment, whether through language, frequency, or size of messages, is prohibited.

Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material ("e-mail spam"). Customers are explicitly prohibited from sending unsolicited bulk mail messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements and political messages. Such material may only be sent to those who have explicitly requested it. If a recipient asks to stop receiving e-mail, the Customer must not send that person any further e-mail.

Creating or forwarding "chain letters" or other "pyramid schemes" of any type, whether or not the recipient wishes to receive such mailings.

Malicious e-mail, including, but not limited to, "mailbombing" (flooding a user or site with very large or numerous pieces of e-mail).

Unauthorized use, or forging, of mail header information.

Using any NEXICOM INC. or Customer account to collect replies to messages sent from another provider.

Use of unsolicited e-mail originating from NEXICOM INC. network or networks of other Internet service providers on behalf of, or to advertise any service hosted by NEXICOM INC., or connected via NEXICOM INC. network.

Willful failure to secure open SMTP ports so as to prevent the unauthorized use of Customer resources for the purposes of sending unsolicited e-mail by a third party.

### **3d. Prohibited Actions: Usenet Newsgroups**

Positing the same or similar messages to large numbers of Usenet newsgroups ("Newsgroup spams or Usenet spam").

Posting chain letters of any type.

Posting encoded binary files to newsgroups not specifically named for that purpose.

Cancellation or superseding of posts other than your own, with the exception of official newsgroup moderators performing their duties.

Forging of header information. This includes attempting to circumvent the approval process for posting to a moderated newsgroup.

Solicitations of mail for any other e-mail address other than that of the poster's account or service, with intent to harass or to collect replies.

Postings that are in violation of the written charters or FAQ's for those newsgroups.

Posting of Usenet articles from NEXICOM INC.'s network or networks of other internet service providers on behalf of, or to advertise any service hosted by NEXICOM INC., or connected via NEXICOM INC. network.

Failure to secure a news server so as to prevent the unauthorized use of Customer resources by a third party which may result in Usenet posts, which violate this Policy.

Advertisements posted in newsgroups whose charters/FAQ's explicitly prohibit them. The poster of an advertisement or other information is responsible for determining the etiquette of a given newsgroup, prior to posting to it.

### **3e. Prohibited Actions: Individual Accounts**

Attempting to circumvent the 'idle time-out' or time on-line accounting, or attempts to run programs while not logged in by any method, are prohibited.

Consuming excessive resources, including CPU time, memory, disk space, and session time. The use of resource-intensive programs that negatively impact other system users or the performance of NEXICOM INC. systems or networks is prohibited, and NEXICOM INC. staff may take action to limit or terminate such programs.

Sharing of Internet passwords or accounts with others.

### **4. Enforcement**

NEXICOM INC. reserves the right to monitor the network and associated services to ensure there are no adverse effects on the network or services. NEXICOM INC. may, in its sole discretion, suspend or terminate a Customer's service for violation of any provision of this Policy at any time and without warning. NEXICOM INC.'s determination whether such violation occurred will be final and conclusive. As a general matter, NEXICOM INC. attempts to work with customers to cure violations and to ensure that there is no re-occurrence of the violation prior to terminating service.

### **5. Liability**

The Customer acknowledges that, in addition to any other remedy provided to NEXICOM INC., NEXICOM INC. shall be entitled to claim from the Customer damages for any loss incurred by NEXICOM INC. or its customers as a result of the Customer being in breach of this Policy. The Customer further acknowledges that if the breach or threatened breach of any provision of this Policy will cause NEXICOM INC. significant and irreparable harm, that injunctive relief is accepted by the Customer as an appropriate remedy for any and every breach of this Policy.

In no event will NEXICOM INC. be liable to any Customer or third party for any direct, indirect, special or other consequential damages for actions taken pursuant to this Policy, including, but not limited to, any

lost profits, business interruption, loss of programs or other data, or otherwise, even if NEXICOM INC. was advised of the possibility of such damages.

## **6. Miscellaneous**

NEXICOM INC. retains the right to modify the Policy at any time and any such modification shall be automatically effective as to all Customers when adopted by NEXICOM INC.

The actions listed herein are also not permitted by Internet Service Providers. Deceptive marketing of any kind whatsoever is not permitted through NEXICOM INC.'s networks, systems or services. This Policy applies to other types of internet-based distribution mediums as well.

NEXICOM INC. is not responsible for the content posted on the Internet, whether or not the posting was made by a Customer of NEXICOM INC. and NEXICOM INC. expressly disclaims any and all liability of any kind whatsoever for any Customer information or content.

At its sole discretion, NEXICOM INC. reserves the right to remove materials from its servers and to terminate Internet access to any Customer that NEXICOM INC. determines has violated this Policy in addition to any other rights or remedies it may have at law or at equity.