

**PART I - GENERAL**

**Service Agreement**

1. This Acceptable Use Policy constitutes part of a Master Services Agreement (“**MSA**”), a Master Wholesale Services Agreement (“**MWSA**”) or Network Services Agreement (“**NSA**”) between Niagara Regional Broadband Network Ltd. (**Supplier**) and the Customer (“**the Customer**”) identified in the MSA, MWSA or NSA, as the case may be, that incorporates therein the Acceptable Use Policy of the Supplier.

**Additional Definitions**

2. Terms used and not defined herein shall have the meanings given thereto elsewhere in the MSA, MWSA or NSA (each being a “**Service Agreement**”).

**PART II - USE OF SERVICES**

**Compliance Required**

3. This Acceptable Use Policy provides certain specific terms and conditions that relate to the use of the telecommunication and related services provided by the Supplier to the Customer pursuant to the Service Agreement (the “**Services**”) which must be complied with by the Customer in using the Services.

**Unacceptable Use of Services**

4. The Customer shall not, and shall not allow anyone to, use, intend or attempt to use or allow the use of any of the Services, the Supplier’s facilities or networks or any equipment, products, content, applications or other services provided by the Supplier:

(i) to post, use, transmit, distribute, publish, disseminate, upload or download or otherwise make available in any way howsoever anything which:

- is illegal, threatening, bullying, harassing, abusive, profane, stalking, obscene, libelous, slanderous, defamatory, terrorist, hateful, fraudulent, deceptive or otherwise offensive or objectionable
- is child pornographic material
- contains a virus, lock, key, bomb, worm, cancelbot, Trojan horse or other harmful, limiting, debilitating, disruptive or destructive feature
- is a criminal offence or gives rise to civil liability
- is confidential, protected by copyright or other intellectual property, proprietary or contractual right, without obtaining permission of the owner or beneficiary of the particular right;
- violates any municipal, provincial, federal or international law, order, rule or regulation, including those of the Canadian Radio-television and Telecommunication Commission applicable to the Services, the Supplier or the Customer,

or participate in or incite or encourage any of the foregoing;

(ii) to engage in any of the following activities:

- sending unsolicited e-mail (**spamming**) or sending messages that disrupt another Internet user’s equipment, software, hardware or user display
- improperly seizing or abusing operator privileges (“**hacking**”)
- sending large quantities of unwanted or unsolicited e-mail or VoIP messages (**mail bombing** or **voicercasting**)
- overloading a system or deliberately repeating actions in quick succession in order to fill the screens of other Internet users with text or other content (**flooding**)
- broadcast attacks;
- counterfeit, fraudulent, subterfuge or malicious activities (**splogging**)
- unauthorized linking or framing or otherwise denying service (“**denial of service attack**”) or otherwise denying, disrupting or misdirecting service to or use of service by any customer or end-user of the Supplier
- gain unauthorized access to, alter or destroy any account, information or computer resource not belonging to the Customer (engage in “**hacking**”, “**spoofing**”, “**phishing**”, “**carding**” or “**pharming**”) by any means, device or tools (such as “**packet sniffers**”) designed to facilitate the foregoing;
- using any device connected through the Services to maintain more than two simultaneous chat connections including, the use of automated programs such as “**bots**” or “**clones**”. Automated programs may not be except when a representative of the Customer is physically present at the device
- attempting to “**crash**” a host
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services or for any other purpose
- port scan a person’s computer or wireless device without that person’s consent, or use any tools designed to facilitate these scans
- analyze or penetrate the Supplier’s security mechanisms or do anything that may compromise the security of the Supplier’ networks or systems in any way
- use the Services to restrict, inhibit or otherwise interfere with the ability either of the Supplier to deliver or monitor the services provided by the Supplier or of any other person to use or enjoy the use of the products or services of the Supplier or the Internet
- violating or circumventing any system or network security measures including engaging in unauthorized access or use of the Supplier’s or a third party’s network, data or information
- use the Services for simultaneous sessions using the same User ID or password
- alter, reproduce, or tamper with the Services or any function, component or identifier of Supplier’s equipment

or attempt to do any of the forgoing;

(iii) to invade another person's privacy; to appropriate or impersonate another person's identity (engage in "identity theft"); misrepresent or falsely state your relationship with another person or entity; unlawfully collect or store personal data about other persons or entities; or to forge any person's digital or manual signature; to forge, alter or obscure your identity (other than using a nickname) while using the Services;

(iv) to disrupt or otherwise interfere howsoever with:

- the Supplier's network or the nodes or services thereof
- the provision by the Supplier of any of its services to any other of its customers
- service to or by any user, host or network,
- computer networking or telecommunications service to or from any Internet user, host, provider or network, including, without limitation

(v) to engage in any activity which the Supplier advises the Customer is, in the sole and unfettered discretion of the Supplier, similar to any of the foregoing or is reasonably and generally regarded in the industry to be an unacceptable use of telecommunications services or is otherwise unacceptable use of the Services; and

#### **Determination by Supplier**

5. The Customer accepts that the Supplier shall have the sole and unfettered right to decide if the Customer is in compliance with the requirements of this Acceptable Use Policy and the Customer unconditionally agrees that any decision by the Supplier in such regards shall be binding on the Customer until any such decision is proven to be incorrect.

#### **No Resale of Services without Permission**

6. Unless permitted by the Service Agreement, sell, resell or make, directly or indirectly howsoever, any of the products or services received from the Supplier available to any third party.

#### **Suspension and Termination of Services**

7. If the Customer is at any time in breach of the requirements of this Acceptable Use Policy, the Customer agrees that the Supplier may immediately and without notice, and in addition to all other rights and remedies under the Service Agreement and at law and in equity, suspend the supply of any or all Services to the Customer pursuant to the Service Agreement. Any such suspension of the supply of the Services to the Customer shall not constitute a termination of the Service Agreement and shall not excuse the Customer from liability to make the payments to the Supplier required by the Service Agreement during the period that the provision of the Services to the Customer is suspended. The supply pursuant to the Service Agreement of any Services suspended pursuant to this Section shall resume upon the Customer no longer being in breach of any of the requirements of this Acceptable Use Policy and the Service Agreement and the payment by the Customer to the Supplier of any and all costs of the Supplier to suspend and restore service to the Customer

and a \$500 reinstatement charge. Breach of the requirements of this Acceptable Use Policy may result in termination of the Service Agreement pursuant to the General Commercial Terms and Conditions comprising part of the Service Agreement.

8. In the event that any network with which the Supplier connects, directly or indirectly, or any regulatory or any industry oversight body of whatever nature or constitution advises of a system or use abuse originating with the Customer and as a consequence service to the Customer or to other customers of the Supplier or to the Supplier may be suspended then, regardless of whether or not the Customer is in fact the source of the advised abuse, the Customer agrees that the Supplier may immediately and without notice, and in addition to all other rights and remedies under the Service Agreement and at law and in equity, suspend the supply of the affected Services to the Customer pursuant to the Service Agreement. Any such suspension of the supply of the Services to the Customer shall not constitute a termination of the Service Agreement and shall not excuse the Customer from liability to make the payments to the Supplier required by the Service Agreement during the period that the provision of the Services to the Customer is suspended. The supply of Services pursuant to the Service Agreement of any Services suspended pursuant to this Section shall resume upon the Customer no longer being or being regarded as the source of the advised abuse. If the Customer was not the source of the advised abuse, then the resumption of the provision of the Services to the Customer shall be made without any charge therefor by the Supplier to the Customer and the Supplier will not charge the Customer for the suspended Services for the period of suspension. If the Customer was the source of the advised abuse, then the resumption of the provision of the Services to the Customer shall be conditional upon the payment by the Customer to the Supplier of any and all costs of the Supplier to suspend and restore service to the Customer and a \$500 reinstatement charge. If the Customer is the source of the advised abuse, then the Supplier may terminate the Service Agreement pursuant to the General Commercial Terms and Conditions comprising part of the Service Agreement.

Customer initials