



# WiFIBRE

## PURE CONNECTIVITY



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## Introduction

WiFibre is committed to complying with legislation and ensuring all its Customers have the ability to use its network and the Internet without interference or harassment from other users. WiFibre's Acceptable Use Policy ("AUP") is designed to help achieve these goals.

By using any of WiFibre's services, Customers agree to comply with this AUP and to remain responsible for its users, where applicable. WiFibre reserves the right to change or modify the terms of the AUP at any time. Customer's use of WiFibre's services after changes to the AUP are made shall constitute acceptance of any changed or additional terms. Customers will be notified via email.

The AUP applies to all WiFibre products and services but is in particular applicable to IP Services.

## Prohibited Activities

General Prohibitions: WiFibre prohibits use of the IP Services in any way that is: i) unlawful, incitement to commit criminal acts, harmful to or interferes with use of WiFibre's network or systems, or the network of any other provider; ii) interferes with the use or enjoyment of services received by others; iii) infringes Intellectual Property Rights; iv) results in the publication of threatening or offensive material which is harmful, obscene, discriminatory, defamatory, constitutes hate speech; or v) constitutes abuse, a security risk or a violation of privacy.

Failure to adhere to the rules, guidelines or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, applications, or other services that are accessed via a link from an WiFibre-branded website or from a website that contains WiFibre-branded content is a violation of this AUP.

Unlawful Activities: IP Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, provincial, national or international law, treaty, court orders, ordinance, regulation or administrative rules.

Violation of Intellectual Property Rights: IP Service(s) shall not be used to publish, submit/receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the Intellectual Property Rights or privacy or publicity rights of WiFibre or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other Intellectual Property Right now known or later recognized by statute, judicial decision or regulation.

Threatening Material or Content: IP Services shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. In addition, for those IP Services that utilize WiFibre provided web or content hosting, WiFibre reserves the right to decline to provide such services if the content is determined by WiFibre to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

Inappropriate Interaction with Minors: IP Services should not be used for the purpose of committing an offence against a child or in way that would constitute or promote unlawful interaction with children.

## Fair use Policy (FUP)

- We reserve the right to establish policies, rules and limitations, from time to time, concerning the use of any service. You must comply with any bandwidth, data storage and other limitations we may impose, in our reasonable discretion. Failure to comply with these rules may result in your service being restricted, suspended or terminated, in our reasonable discretion.
- We reserve the right to manage our network and any IP Services and/or network services, for security purposes, and in order to optimize its efficiency for the benefit of all our Subscribers, including, without limitation, by way of the following: rate limiting (speed), rejection or removal of spam or otherwise unsolicited bulk e-mail, anti-virus mechanisms, protocol filtering and imposing restrictions on your use. We may take any other action we deem appropriate in order to help ensure the security of our network and IP Services and to help ensure the integrity of the network experience for all Subscribers, including limiting your data traffic by controlling your network and/or bandwidth usage.
- We will manage bandwidth usage to the best of our ability during peak periods, however, it remains a best effort service.
- We reserve the right to limit the number of emails that you may send in any given period or to limit the total message volume (amount of data) sent per hour.

- You may not restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet or any services, or create an unusually large burden on our network, including, without limitation, continuously uploading or downloading streaming video or audio; continuous FTP uploading or downloading, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information, or to use the services in an abusive manner in connection with any unlimited or uncapped packages, options or promotions.
- You may not use the service for unattended automated operation, unless otherwise agreed. You may stay connected as long as you are actively using that connection. You further agree not to use Internet applications for the purpose of simulating network activity to avoid session inactivity disconnection.
- Unless you subscribe to a business packages and you are permitted in terms of such business package, you may not use any services for anything other than your own personal use and you may not resell any services, receive any charge or benefit for the use of any services or provide Internet access or any other feature of the services to any third party or in any other way exploit the service for any commercial purposes. For example, you cannot provide Internet access to others through a dial up, ADSL or other connection, host shell accounts over the Internet, provide e-mail or news services, or send a news feed. You may not run a server (including game servers) in connection with the services. You may not provide network services to others via the services. In addition, you are prohibited from running servers for mail, http, ftp, irc and multi-user interactive forums. You may not share your services.

## Security Violations

Customers are responsible for ensuring and maintaining security of their systems and the machines that connect to and use IP Service(s), including implementation of necessary patches and operating system updates.

IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of WiFibre's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. System or network security violations shall include, but are not limited to:

- unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);

- using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- engaging in the transmission of pirated software;
- with respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow Customer's account to stay logged on while Customer is not actively using the IP Services or using such account for the purpose of operating a server of any type;
- using manual or automated means to avoid any use limitations placed on the IP Services;
- providing guidance, information or assistance with respect to causing damage or security breach to WiFibre's network or systems, or to the network of any other IP Service provider;
- failure to take reasonable security precautions to help prevent violation(s) of this AUP.

## Customer Responsibilities

Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services. WiFibre has no responsibility for any material created on WiFibre's network or accessible using IP Services, including content provided on third-party websites linked to the WiFibre network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by WiFibre of the content(s) of such sites.

Customers are responsible for taking prompt corrective action(s) to remedy a violation of the AUP and to help prevent similar future violations.

## AUP Enforcement and Notice

The Customer's failure to observe the guidelines set forth in this AUP, including without limitation the FUP, will be regarded as a material breach and may result in WiFibre taking actions, which may either be a warning, a suspension or termination of the Customer's services. When reasonably possible, WiFibre may provide the Customer with a notice of an AUP and/or FUP violation allowing the Customer to promptly correct such violation.

If the IP Services are used in a way that we, in our reasonable discretion, believe violates this AUP, including our FUP or any of our rules or limitations, we may take any responsive actions we deem appropriate. Such actions may include without limitation, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and/or the immediate limitation, restriction, suspension or termination of all or any portion of the services or your account.

Should you engage in any one or more of the above activities, which shall be determined in WiFibre's reasonable discretion and which decision shall be final, then WiFibre shall be entitled, without prejudice to any other rights it may have, to take any responsive action we deem appropriate, such actions may include, without limitation:

- without notice, temporary or permanent limitation, restriction or suspension of your access to the IP Service concerned;
- terminate all agreements with you with immediate effect;
- bill you for any costs incurred by WiFibre as a result of the offending activity, including (without being limited to) bandwidth used, administration costs, downtime, usage of WiFibre's name or registered domain names and CPU cycles; and
- disclose information relating to the offending activity as may be required under the circumstances.

WiFibre has no obligation to monitor content of any materials distributed or accessed using the IP Services. However, WiFibre may monitor content of any such materials as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect WiFibre's network and its Customers.