



## Wightman Telecom Ltd. Acceptable Use Policy

WIGHTMAN INTERNET (a division of Wightman Telephone Limited) is an Internet Service Provider, and use of WIGHTMAN INTERNET's facilities by any Customer must be consistent with WIGHTMAN INTERNET's Acceptable Use Policy. The ultimate responsibility for network traffic that does not conform to this policy lies with the individual end-user who originates that traffic and all consequences lie with this individual. WIGHTMAN INTERNET does not assume any responsibility for information transmitted by anyone other than an owner, agent or employee of this company.

In consideration of Wightman Internet supplying the services, the Customer agrees to abide by the local, provincial and Canadian federal laws, and the guidelines set forth below:

### 1. General Conduct

WIGHTMAN INTERNET's Internet services may be used for lawful purposes only. Transmission, distribution, or storage of any information, data or material that is in violation of International regulations, Canadian federal law, or provincial law is strictly prohibited. This includes, but is not limited to material protected by copyright, trademark, trade secret or any other statute. WIGHTMAN INTERNET reserves the right to discard any such illegal material, which may be stored on its servers.

The Customer is prohibited from transmitting on or through any of WIGHTMAN INTERNET services any material that is, in WIGHTMAN INTERNET's sole discretion, unlawful, obscene, threatening, abusive, hateful, libelous, or that would encourage conduct that constitutes a criminal offense, or would otherwise violate any provincial, federal or international law.

The resale of WIGHTMAN INTERNET products and services is prohibited, unless permission is specifically granted and documented in a written agreement.

WIGHTMAN INTERNET reserves the right to cancel or suspend any Customer service for non-payment of fees or violation of its Acceptable Use Policy.

### 2. Network Security

Users who violate systems or network security may incur criminal prosecution under Canadian federal laws or international laws. WIGHTMAN INTERNET will fully cooperate with investigations with respect to security violations within this site or other sites, including full cooperation with law enforcement agencies in the investigation of suspected criminal activities.

Customers are responsible for maintaining the secrecy of their network access codes (usernames and passwords). Customers are advised not to share such information with others.

Password security is the responsibility of the individual user. Good passwords should be a minimum of six characters long, contain a least one number or symbol and not be based on any dictionary word or common name.

Customers may not attempt to circumvent user authentication, or security of any host, network, or account. This includes, but is not limited to accessing data not intended for the Customer, logging into an account or server which the Customer is not expressly authorized to access, or probing the security of other networks such as running scanning software such as SATAN or ISS.

Customers may not attempt to interfere with the service to any user, host or network (i.e. denial of service attacks). This includes, but is not limited to, ping flooding of networks, or deliberate attempts to overload or impede a service or attempts to crash a host.

Customers may not attempt to impersonate others or use IRC, WebChat, or any other chat program anonymously by disguising their hostname or username.

Customers are prohibited from running any software program or application that will interfere with or deny service to other users on any server or host.

### **3. E-mail**

Electronic mail passes through multiple mail servers on the Internet. WIGHTMAN INTERNET does not guarantee privacy for the Customer's e-mail. Customers requiring privacy are therefore notified to use encryption technology to render their messages unreadable by potential eavesdroppers. WIGHTMAN INTERNET does not guarantee the delivery, prompt or otherwise, of the Customer's email.

With respect to WIGHTMAN INTERNET's e-mail servers, WIGHTMAN INTERNET places a high value on user privacy and will only examine a user's e-mail when absolutely required, for example during troubleshooting procedures or in cooperation with law enforcement authorities upon presentation of a search warrant for information.

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

Customers are strictly prohibited from sending unsolicited bulk e-mail messages ("junk mail", "UCE", or "spam"). 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.

Customers may not forward or otherwise propagate chain letters, pyramid schemes, or other illegal enterprises, whether or not the recipient wishes to receive such e-mail.

Malicious e-mail, including but not limited to "e-mail bombing" (flooding a user or site with numerous large messages) is prohibited.

Forging e-mail header information is prohibited.

Posting to Usenet Newsgroups must comply with the written charters or FAQ's for those newsgroups. Advertisements should only be posted to newsgroups whose charter/FAQ's explicitly permit such traffic.

### **4. Extended Use and Inactivity.**

Use of WIGHTMAN INTERNET Services on a standby or inactive basis in order to maintain a connection is prohibited. This includes, without limitation, taking any action to defeat WIGHTMAN INTERNET's idle timeout or similar mechanism. WIGHTMAN INTERNET reserves the right to terminate an end user's online session at any time.

### **5. Web Services**

WIGHTMAN INTERNET provides web services to its Customers. Web pages reside on WIGHTMAN INTERNET owned computer equipment giving WIGHTMAN INTERNET some ethical responsibility for the content of such pages. WIGHTMAN INTERNET reserves the right (and the Customer agrees under this Acceptable Use Policy), under its sole discretion, to remove any web content that it deems inappropriate. This includes, but is not limited to, downloadable virus code or obscenity.

### **6. Terms & Conditions**

By purchasing WIGHTMAN INTERNET's Internet Access you agree to be bound by the conditions listed below:

#### **Conditions:**

You may not:

- Post, transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the WIGHTMAN INTERNET service in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the WIGHTMAN INTERNET site or the Internet;
- Post or transmit any information or software which contains a virus, cancelbot, trojan horse, worm or other harmful or disruptive component;
- Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the WIGHTMAN INTERNET service which is protected by copyright, or other intellectual property right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder.

## **7. Use By Customer of Internet**

The Customer shall be responsible for their access to the Internet and ensure that no unauthorized use is made through the connection provided by WIGHTMAN INTERNET.

## **8. Compliance with Laws**

Where the Customer accesses other networks through the Internet connection provided by WIGHTMAN INTERNET hereunder, the Customer agrees to comply with the rules of such networks. The Customer also agrees to use the Internet only for lawful purposes. The transmission of any material in violation of any provincial or federal legislation is strictly prohibited.

WIGHTMAN INTERNET will cooperate with legal authorities in investigating claims of any illegal activities.

WIGHTMAN INTERNET will notify the appropriate legal authorities of or the appearance of illegal activities including but not limited to pyramid schemes, copyright violations, threats of violence, or any other illegal activities.

## **9. CRTC**

Notwithstanding anything to the contrary herein contained, WIGHTMAN INTERNET may also terminate provision of service to the Customer and the agreement without notice to the Customer if the performance of the agreement would result in non-compliance with any applicable statute or regulations or the regulations or requirements of the CRTC or other regulatory authority having jurisdiction.

## **10. Electronic Monitoring**

WIGHTMAN INTERNET retains the right to monitor the WIGHTMAN INTERNET service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the WIGHTMAN INTERNET service properly, or to protect itself or its subscribers. WIGHTMAN INTERNET will not intentionally monitor or disclose any private electronic-mail message unless required by law. WIGHTMAN INTERNET reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement.

## **11. Privacy**

WIGHTMAN INTERNET cannot insure or guarantee privacy for WIGHTMAN INTERNET users. It is therefore recommended that this service not be used for the transmission of confidential information. Any transmission of confidential information shall be at the sole risk of the user, and WIGHTMAN INTERNET, its affiliates and related companies shall be relieved of any liability in connection therewith.

## **12. Financial Transactions over the Internet**

When making purchases or other transactions through the WIGHTMAN INTERNET site or the Internet, you may be asked by the merchant or information or service provider to supply certain information, including credit card or other payment mechanisms. You agree that all information you provide any merchant or information or service provider through the WIGHTMAN INTERNET service will be accurate and complete. You agree to pay all charges incurred by you or other users of your account and credit card or other payment mechanisms at the prices in effect when such charges are incurred. You also will be responsible for paying all applicable taxes, if any relating to purchases made through the WIGHTMAN INTERNET service. WIGHTMAN INTERNET is in no way responsible for any

charges you or any user of your account incurs when making purchases or other financial transactions in this manner.

### **13. Limitation of Liability**

WIGHTMAN INTERNET takes no responsibility for the accuracy or validity of any claims or statements contained in the documents and related graphics on the WIGHTMAN INTERNET site or the Internet in general. Further WIGHTMAN INTERNET makes no representations about the suitability of any of the information contained in the documents and related graphics on the WIGHTMAN INTERNET site, or the Internet in general, for any purpose. All such documents and related graphics are provided without warranty of any kind. In no event shall WIGHTMAN INTERNET be liable for any damages whatsoever, including special, indirect or consequential damages, arising out of or in connection with the use or performance of information available from the service, including but not limited to damages which might arise as a result of any viruses or other disruptive or destructive programs which you might receive from using the service.

### **14. Recourse**

If you are dissatisfied with the WIGHTMAN INTERNET service or with any terms, conditions, rules, policies, guidelines, or practices of WIGHTMAN INTERNET in operating the WIGHTMAN INTERNET service, your sole and exclusive remedy is to discontinue using the WIGHTMAN INTERNET Service.

### **15. Indemnity**

You agree to defend, indemnify and save WIGHTMAN INTERNET harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to any violation of this Agreement by you or users of your account, or in connection with the use of the WIGHTMAN INTERNET site or the Internet or the placement or transmission of any message, information, software or other materials on the WIGHTMAN INTERNET site or on the Internet by you or users of your account.

### **16. Copyrights/Trademarks**

WIGHTMAN INTERNET and logo identifying WIGHTMAN INTERNET products and services referenced herein are the property of WIGHTMAN INTERNET. All other product and/or brand or company names mentioned herein are the trademarks or property of their respective owners.

"Copyright may exist in works published on the Internet. You agree to respect the rights of a copyright holder and will obtain such consents where applicable for the use of any material published on the Internet".

### **17. Term and Termination**

The term of the agreement is when either party terminates the same, upon immediate written, electronic, or verbal notice. WIGHTMAN INTERNET reserves the right to immediately suspend or terminate the Customer's service due to any breach of this agreement.

You agree to abide by the terms of the "WIGHTMAN INTERNET acceptable use policy" regarding Internet usage as posted on the WIGHTMAN INTERNET site. These terms may be amended from time to time without notice.

### **18. Force Majeure**

Performance by WIGHTMAN INTERNET hereunder may be delayed by any cause beyond its reasonable control.

### **19. Miscellaneous**

WIGHTMAN INTERNET's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provisions or right. If any of the provisions contained in this Agreement are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein. This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein. The parties have required that this agreement and all documents relating thereto be drawn up in English.