

## Cogeco Data Services – ACCEPTABLE USE POLICY

### 1. Introduction

Cogeco Data Services LP ("CDS") provides a variety of data and voice Internet Services (the "Services").

All of the Services provided by CDS are subject to this Policy.

The Services use resources that are shared with many customers. Moreover, the Services provide access to the Internet that is used by millions of others. Each user benefits by being able to share resources and communicate almost effortlessly with other members of the user community. However, as with any community, the benefits and privileges available from the Services, and the Internet in general, must be balanced with duties and responsibilities designed to guarantee uniform access to all customers of the Service.

Use of the Services is subject to the following rules and guidelines. Each customer of the CDS Services is responsible for ensuring that the use of all Services provided to such customer comply with this Policy.

### 2. Illegal Activity

Use of the Services for any activity that violates local, provincial, federal or international law, order or regulation, is a violation of this Policy. Prohibited activities include, but are not limited to:

- Transmission or storage of material that is obscene, defamatory, constitutes an illegal threat or is in contravention of export control laws.
- Posting, storing or disseminating unlawful material (e.g. child pornography);
- Storage, transmission or dissemination of material which violates copyright, trademark, trade secret or other intellectual property rights;
- Using the Services for pyramid selling or other illegal soliciting schemes;
- Fraudulent activities; including but not limited to: impersonating any person or entity, or forging anyone's digital or manual signature, IP address, DID numbers, or attempted identity theft also known as "publishing".

### 3. Security

The Customer is responsible for any misuse of the Services that originate from its account, even activities committed by any co-worker, employee, guest or anyone with access to the account. Customers must ensure that others do not gain unauthorized access to the Services.

The Services may not be used to breach the security of another user, or to attempt access to anyone's computer, software or data, without the knowledge and consent of that person. The Services may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the user, logging into or making use of a server or account that the user is not expressly authorized to access and also includes any attempt to probe, scan or test the vulnerability of a system or a network. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited. Forging of any TCP/IP packet header or any part of the header information in an email or a newsgroup posting is prohibited.

Violations of system or network security are strictly prohibited and may result in criminal and civil liability. CDS will investigate incidents involving such violations and will cooperate with law enforcement agencies if a criminal violation is suspected.

**THE CUSTOMER MAY NOT DISRUPT THE SERVICES.** The Services also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, mailbombing, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to crash a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature is also prohibited.

**THE CUSTOMER IS RESPONSIBLE FOR THE SECURITY OF ANY DEVICE CONNECTED TO THE SERVICES BY THE CUSTOMER, INCLUDING DATA STORED ON THAT DEVICE.**

### 4. Inappropriate Content

Some Internet content available through the Services may be offensive to individuals, or may not be in compliance with local laws or regulations; (i.e. obscene content or hate literature). **CDS ASSUMES NO RESPONSIBILITY FOR THE CONTENT OF MATERIAL TRANSMITTED THROUGH THE SERVICES.** The Customer assumes all risk when accessing third-party content through the Services and CDS shall not be liable for any and all claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to, access of such content. Content questions or complaints should be addressed to the content provider.

The Customer is responsible for information published to the Web or other Internet services, through its account. CDS reserves the right to refuse to post, or may remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether the dissemination of such material may be lawful.

CDS has no obligation to monitor transmissions made by means of the Services. However, CDS has the right to monitor such transmissions if it suspects violations of this policy.

### 5. Electronic Mail

The Services may not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages may be sent only to those who have explicitly requested them. A user shall not use another site's server to relay mail without the express permission of the site.

The Services may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services which violates this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited email may not direct the recipient to any web site or other resource that uses the Services.

Forging, altering or removing electronic mail headers is prohibited.

Mail Bombing is prohibited. Customers may not send numerous copies of the same or substantially similar messages, nor may Customers send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is prohibited, whether or not the recipient wishes to receive such mailings.

### 6. USENET

Posting the same or similar message to one or more newsgroups (excess cross-posting or multiple-posting - also known as "SPAM") is explicitly prohibited.

### 7. Violation of Acceptable Use Policy

CDS does not routinely monitor the activity of accounts for violation of this Policy. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of the Services. Although CDS has no obligation to monitor the content of materials transmitted, disseminated by means of the Services and/or the network, CDS reserves the right to monitor bandwidth, usage and content from time to time, to identify violations of this Policy; and/or to protect the network and CDS users.

CDS prefers to advise Customers of inappropriate behaviour and any necessary corrective action within a reasonable period of time as determined by CDS. However, if the Services are used in a way, which CDS in its sole discretion believes violate this AUP, CDS may take any responsible action that it deems appropriate. Such action may include, but is not limited to temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions and the immediate suspension or termination of all or any portion of the Services. Restoration of Service(s) will be at CDS' sole discretion, and such determination shall be made by CDS relative to the nature of the AUP violation and restoration (if any) implemented by the Customer. CDS will not have any liability for any such responsive actions. The above-described actions are not CDS' exclusive remedies and CDS may take any other legal or technical action it deems appropriate.

CDS reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on CDS' servers and network. During an investigation, CDS may suspend the account or accounts involved and/or remove material that potentially violates this Policy.

The Customer hereby authorizes CDS to cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations, and/or (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Such cooperation may include CDS providing the username, IP address, or other identifying information about a Customer.

The failure of CDS to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

**INDIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A CDS CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH CUSTOMER OR END USER.**

The Customer agrees that, if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable laws as nearly as possible, and the remaining portions will remain in full force and effect. CDS reserves the right to modify the Policy at any time, effective upon posting the modified Policy to this page. Complaints regarding email, or USENET abuse, SPAM or Illegal Use or System or Network Security issues should be sent to [abuse@cogecodata.com](mailto:abuse@cogecodata.com)