

## **ACCEPTABLE USE POLICY**

This Acceptable Use Policy governs your use of all products and services (collectively referred to as the "Services") provided by Oricom Internet and its parent company ("ORICOM"), as described in any offer you received from ORICOM or in any service request you have submitted and that ORICOM has accepted (collectively, the "service request"). This Acceptable Use Policy applies to you, your employees, agents, suppliers, or any other party who uses ORICOM's services (each of these individuals or entities is referred to as a "User"). BY SUBSCRIBING TO OR USING OUR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS ACCEPTABLE USE POLICY AND AGREE THAT YOU AND YOUR USERS ARE SUBJECT TO ALL OF THE TERMS AND CONDITIONS OF THIS ACCEPTABLE USE POLICY.

### **1. PROHIBITED USE**

ORICOM's Services are to be used solely for legitimate purposes. ORICOM service users shall not engage in, or promote, illegal, abusive or irresponsible conduct, including:

- a) the use of the Services to send mass or unsolicited e-mails to third parties. However, the software and services provided by ORICOM may be used to send unsolicited e-mail of a commercial nature only if the user has ensured that such transmissions comply with all federal and international regulations and laws, including, but not limited to Canada's anti-spam legislation;
- b) The use of the Services for the distribution of tools designed to facilitate the sending of unsolicited bulk e-mails;
- c) The use of the Services to obtain information relating to an abusive spam list or if the User's access has been denied by another provider due to violations of reasonable use policies;
- d) The use of the Services for any illegal activity. Without limiting the generality of this provision, users may not use the services for the following:
  - i) To duplication of third-party material (including text, graphics, music, video or other copyrighted material) without proper authorization;
  - ii) to circumvent or counterfeit patents, copyrights, trademarks, or other intellectual property rights of third parties;
  - iii) to traffic in illegal drugs, engage in unlawful gambling, distribute obscene materials, or offer any other products or services prohibited by applicable laws;
  - iv) to export encryption software outside of Canada in violation of applicable export control laws; or
  - v) to violate applicable provincial, federal, and international laws.
- e) To use the Services for any unlawful activity that could lead to prosecution. Without limiting the generality of this provision, users may not use the services for the following:
  - i) to publish or disseminate any information (A) that is defamatory or slanderous, (B) that discloses private information or likeness of an individual without their consent, or (C) that generally infringes upon the right to privacy of any person; or
  - ii) to threaten others with bodily harm, to write harassing or abusive statements or messages,

or to solicit the performance of acts or services that are illegal under applicable law;

- f) The use of the Services for any illegal activity. Without limiting the generality of this provision, users may not use the services for the following:
- i) to cause “denial of service” attacks against ORICOM or other network hosts or Internet users, or to otherwise obstruct or disrupt the operations of ORICOM’s servers and facilities or those of other network hosts or Internet users;
  - ii) to offer e-mail services, e-mail forwarding functions, POP accounts, or autoresponders other than for the User’s own account;
  - iii) to resell access to scripts installed on ORICOM’s servers;
  - iv) to harm, or assist others in harming, the security or integrity of ORICOM’s systems, facilities, and equipment;
  - v) to gain access to ORICOM’s or any other person’s computer networks;
  - vi) to provide passwords or access codes to individuals who are not authorized to receive such information from the system operator for which a password or access code is required;
  - vii) (A) forge someone else’s signature, another form of identification, or a code, (B) impersonate another individual or assume their identity, or (C) engage in any other activity (including “mystification”) aimed at deceiving or misleading others about the true identity of the user (excluding the use of anonymous e-mail or pseudonyms online);
  - viii) distribute or display a virus, worm, Trojan horse, or any computer code intended to disrupt services, destroy data, damage equipment, or interfere with service-related operations;
  - ix) perform a port scan or any other intrusive operation on any server (except for any server where the User is an authorized system administrator);
  - x) distribute or collect, or promote software or services primarily designed to encourage or facilitate the sending of unsolicited commercial e-mails or spam;
  - xi) distribute or collect, or promote software or services primarily designed to encourage or facilitate the sending of unsolicited commercial e-mails or spam;
  - xii) post messages, run scripts, or execute software that excessively consume CPU time or storage space;
  - xiii) in any manner that could result in ORICOM facing unfavourable regulatory actions, being held liable for anything, or damaging its public image, reputation, or goodwill, including distributing sexually explicit, hateful, vulgar, or otherwise unacceptable material based on race, ethnicity, or other criteria;
  - xiv) in any other way that would disrupt or harm the Internet usage of others.

## **2. NOTICE OF VIOLATION AND PROCEDURE**

- a) **Reporting Violations for Non-Copyrighted Material:** ORICOM encourages users to report any

violations of the Acceptable Use Policy by sending an e-mail to: [abuse@oricom.ca](mailto:abuse@oricom.ca), including the domain name that committed the violation (for example, [xyz.com](http://xyz.com)), its IP address, and a subject line indicating the type of violation (for instance, spam, illegal activity, harassment, etc.).

- b) **Reporting Violations for Non-Copyrighted Material:** ORICOM respects the intellectual property rights of others as well as the Copyright Modernization Act and the Notice and Notice Regime. If you believe that your work has been copied in a way that constitutes copyright infringement, please send a notice to [abuse@oricom.ca](mailto:abuse@oricom.ca) following the established process in the Notice and Notice Regime. The Notice and Notice Regime requires ORICOM to forward (for example, via e-mail) the notice of an alleged infringement to the user and to inform the copyright holder that the notice has been sent; this information is then kept available for potential legal proceedings for at least six (6) months.

The Copyright Modernization Act identifies the information that must be included in a notice for it to comply with the Notice and Notice Regime. Notices must:

- i) provide the name and address of the complainant;
- ii) identify the copyrighted content that has allegedly been infringed and state the complainant's interest or rights regarding that content;
- iii) specify the electronic location data (e.g., the website address or the address associated with the alleged infringement);
- iv) give details regarding the alleged infringement;
- v) include the date and time of the alleged infringement.

ORICOM is obligated to send you any notice in accordance with the regime. ORICOM may also serve as a useful source of information regarding the reasons for sending a notice.

### 3. REMEDIES

- a) **Violations:** If ORICOM has knowledge of a violation of its Acceptable Use Policy, it may take the following actions, depending on the severity and duration of the violation:
- i) issue a warning to the User;
  - ii) remove the problematic content;
  - iii) suspend the services of the problematic User;
  - iv) suspend the services of the problematic User;
  - v) impose fees or charges on the problematic account, in accordance with the applicable service contract;
  - vi) any other remedy in accordance with this Acceptable Use Policy, the service contract, or applicable law.
- b) **Enforcement Measures:** ORICOM will provide (by e-mail or other means) a 48-hours notice prior to

any interruption, restriction, limitation, modification or termination of the Services or any features related to the Services due to violation of this Acceptable Use Policy, the applicable Service Agreement or for any other reason. However, if (i) the violation of this Acceptable Use Policy poses a risk of damage or otherwise to the security of ORICOM's network, information, data, computer hardware, or facilities, or if (ii) such interruption, restriction, limitation, modification, or termination is carried out at the request of appropriate judicial authorities, ORICOM will provide you with as much notice as is reasonably feasible under the circumstances. In the event that access to any component or functionality of the Services, including but not limited to any particular account or "server," is interrupted, restricted, limited, modified or terminated, ORICOM will take all commercially reasonable steps to minimize the effects on other components or functionality of the Services.

- c) **Cooperation with Law Enforcement:** ORICOM reserves the right to involve law enforcement or appropriate legal authorities, with whom it will cooperate, in investigations related to allegations of illegal activities involving ORICOM's services or any other user of those services, and to take action against any violation of this Acceptable Use Policy within the limits set by applicable law. You agree to authorize ORICOM to monitor incoming and outgoing communications to prevent the introduction of a virus or other hostile code, to prevent intrusions, and to otherwise enforce the terms of this Acceptable Use Policy. Notwithstanding the foregoing and for the avoidance of doubt, ORICOM represents and warrants that, unless expressly obligated by a legal authority having jurisdiction over the Services in writing, it will not monitor communications that pass over dedicated communications facilities that are used solely by the customer and its customers and users. In accordance with the general terms and conditions, ORICOM agrees to notify the client in writing and in advance of any monitoring of the client's communications when required by a judicial authority and to the extent permitted by applicable law.

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