

**INTERNET ACCESS SOLUTIONS LTD.  
ACCEPTABLE USE POLICY**

**INTRODUCTION**

This Acceptable Use Policy is intended to govern your use of IASL Services (the Services) and any devices and/or equipment used to support the Services, including but not limited to, a DSL modem and software used in conjunction with the Services, which is loaned to you by IASL Communications Limited (IASL), for your use solely in connection with the Services (collectively, the "Equipment").

By activating the Services, you acknowledge that you have read, understood and agreed to the Acceptable Use Policy as set out hereunder, as well as with IASL's terms and conditions (collectively, the "Agreement"). If you do not wish to be bound by this Agreement or any modifications, which may be made by IASL from time to time (as described in the following paragraph), do not activate or use the Services and contact IASL immediately..

**YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING INFORMATION SENT TO YOU AND POSTED ONLINE TO OBTAIN TIMELY NOTICE OF SUCH CHANGES. YOUR NON-TERMINATION OR CONTINUED USE OF THE SERVICES AFTER THE EFFECTIVE DATE CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT AS MODIFIED BY SUCH CHANGES.**

**LONG DISTANCE SERVICES**

Customers are prohibited from using IASL services or permitting them to be used so as to prevent a fair and proportionate use by others or in a manner that results in excessive demand. For this purpose, IASL may limit use of its services as necessary or may require the customer to obtain a higher grade of service.

For example, and without limiting the generality of the foregoing, IASL may, at its discretion, limit use of its services as necessary or may require the customer to obtain a higher grade of service if the service is being used for calls made, or a disproportionate number of calls made, to Nunavut, Yukon and Northwest Territories (area code 867).

**INTERNET SERVICES**

IASL provides a variety of Internet Services to residences and businesses. This High Speed Internet Access allows residential and business customers to connect to IASL's high-speed network in order to communicate and transact business with other users all over the world.

The Services use resources that are shared with many customers. Moreover, the Services provide access to the Internet, which is used by millions of others. Each user benefits by being able to share resources and communicate almost effortlessly with other members of the Internet community. However, members of this community have duties and responsibilities with respect to other Internet community members. These duties and responsibilities are designed to guarantee uniform access to all users of the Services.

Use of the Services is subject to the following rules and guidelines. You are responsible for ensuring that you fulfill your responsibilities when using IASL's Services by complying with this Agreement.

## GENERAL

1. **Customer Computer** It is your responsibility to ensure that your computer equipment meets the requirements set out by IASL as may be amended from time to time, and which are necessary to use the Services.
2. **Personal Pages** You may create personal pages on our World Wide Web Server (the "Site"). On the Site, you can conceive, design, create, maintain, and publish texts, diagrams, illustrations, audio clips and related materials for access by a global audience. You warrant that the content on your Site is suitable for publication, is not libelous or defamatory, does not breach the intellectual property rights (including, without limitation, copyright) of any third party, and complies with all laws, regulations, court orders and other legal requirements. While it is your responsibility to regulate and control all content on the Site, IASL may decide to suspend or delete your personal page without your consent if you violate this Agreement. In addition, if IASL determines that it is appropriate, IASL may either. i) issue a warning to you; ii) suspend your access to some or all of the Services; or iii) terminate this Agreement, inclusive of your access and use of the Services.
3. **Ownership of Addresses** IASL owns all addresses provided to you, including but not limited to IP addresses, E-mail addresses and personal Web page addresses. **IASL MAY MODIFY OR CHANGE SUCH ADDRESSES AT ANY POINT IN TIME AND SHALL IN NO WAY BE REQUIRED TO COMPENSATE YOU FOR SUCH CHANGES.**
4. **End User Licenses** You agree to comply with the applicable terms and conditions of all end user license agreements accompanying any software or plug-ins to such software distributed in connection with Service. All such end user licenses will terminate upon termination of this Agreement. In the event of an inconsistency between the terms of this Agreement and any such license, the terms of this Agreement shall prevail.
5. **Multiple Users** You acknowledge that you are executing this Agreement on behalf of all persons who use the Services through your computer. You assume all liability for such use of the Services and are responsible for ensuring that all such other users understand and comply with the terms and conditions of this Agreement.
6. **IASL Employees** Harassing or abusive language or actions, whether verbal, written or otherwise, of your Service Provider 's employees, suppliers, agents and representatives is strictly prohibited and will not be tolerated.

## ILLEGAL ACTIVITY

Use of the Services for any activity that violates a Local, Provincial, Federal or International law, order or regulation, is a violation of this Agreement.

Prohibited activities include, but are not limited to:

1. Posting, storing, transmitting or disseminating: unlawful material, including child or other pornography, any content, data or other material which is libelous, obscene, hateful, threatening, racially or ethnically offensive, defamatory or which in any way constitutes or encourages conduct that would constitute a criminal offence.
2. Sending any unsolicited e-mail, such as spam and/or sending any e-mail intended to block or impair the use of Internet services by other users.
3. Distributing software or other material that can be used to breach the security of other Internet users.
4. Disrupting IASL's ability in any way to keeping its network operational.
5. Disseminating material which violates copyright or intellectual property rights. The customer assumes all risk with respect to whether material is part of the public domain;
6. Pyramid or other illegal soliciting schemes; or
7. Fraudulent activities; including but not limited to: impersonating any person or entity, or forging anyone's digital or manual signature.
8. Encouraging anyone to commit any of the above mentioned acts.

## **SECURITY**

You are responsible for any misuse of the Services that originate from your account, even acts committed by any friend, family, co-worker, employee, guest or anyone with access to the account. You 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 you, logging into or making use of a server or account you are not expressly authorized to access, probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools is strictly prohibited.

### **YOU MAY NOT DISRUPT THE SERVICES.**

The Services may not be used to interfere with the computer networking or telecommunications services of any user, host or network, including, without limitation, denial of service attacks, 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 which contains a virus or other harmful features is also strictly prohibited.

**YOU ARE RESPONSIBLE FOR THE SECURITY OF ANY DEVICE YOU CONNECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, DATA STORED ON THAT DEVICE.** In particular, IASL recommends against enabling file or printer sharing of any kind. IASL recommends that any files or services you make available for remote access be password protected.

## **INAPPROPRIATE CONTENT**

IASL is not responsible for any content you post, store, transmit, disseminate or access through use of the Services. Any content questions or complaints you may have regarding content you access should be addressed to the content provider.

You are responsible for information published to the Web or other Internet services, through your account. IASL reserves the right to refuse to post or to remove any information or materials, in whole or in part, that it, at its sole discretion, deems to be offensive, indecent, or otherwise inappropriate, regardless of whether such material or its dissemination is unlawful.

IASL has no obligation to monitor transmissions made on the Services. However, IASL has the right to monitor such transmissions and to disclose the same in accordance with IASL's Privacy Policy. By using the Services to publish, transmit or distribute content, a user is warranting that the content complies with this Agreement and licenses and authorizes IASL to reproduce, publish, distribute and display such content worldwide.

## **ELECTRONIC MAIL (E-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.

The Services may not be used to collect responses from unsolicited E-mail sent from accounts on other Internet hosts or E-mail services which violate this Agreement and may violate the acceptable use policy of any other Internet service provider. Moreover, unsolicited E-mail may not direct the recipient to any web site or other resource which uses the Services.

Forging, altering or removing electronic mail headers is prohibited. However, you may insert additional characters into your from: and reply-to: addresses in order to prevent your true address from being automatically added to the mailing lists used by bulk E-mailers..

You may not reference IASL (e.g. including Organization: IASL in the header, or by listing an IP address that belongs to IASL) in any unsolicited E-mail, even if that E-mail is not sent through IASL. IASL owns all IP addresses and E-mail usernames for all Services.

Mail Bombing is prohibited. You may not send numerous copies of the same or substantially similar messages, nor may you 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.

IASL is not responsible for the forwarding of E-mail sent to any account which has been suspended or terminated. Such E-mail will be returned to sender, ignored, deleted, or stored temporarily, at IASL's sole discretion.

## **INTERNET RELAY CHAT (IRC)**

The Services may be used to participate in Chat discussions hosted by IASL servers, third party servers, or other hosts that do not involve servers at all. In all cases, IASL does not monitor the content of the discussion and is not liable for the content of any communications made via Internet Chat.

The Services may not be used for Chat flooding. Flooding is defined as deliberately repeating actions in quick succession in order to fill the screens of other Internet users with text.

Any computer or other device connected through the Services may not maintain more than 2 simultaneous chat connections. This includes the use of automated programs, such as bots or clones. Automated programs may not be used when the account holder is not physically present at the device.

The Services may not be used to send messages which disrupt another Internet user's equipment, including software, hardware and user display. The Services may not be used to access any chat server in violation of this Agreement. The Services may not be used to manipulate any chat server in order to harass or disconnect other Internet users, or to gain privileges which have not been authorized.

You are not permitted to use the Services to connect to chat servers or channels from which you have been banned.

The Services may not be used to continue to send chat messages to an Internet user who has indicated their desire to not receive messages.

## **DATA STORAGE AND OTHER LIMITATIONS**

You must comply with the current data storage and other limitations on the Services.

You must ensure that your activity while using the Services does not improperly restrict, inhibit or degrade any other customer's use of the Services, nor represent (in the sole judgment of IASL) an unusually large burden on the network itself, such as, but not limited to, peer to peer file sharing programs, serving streaming video or audio, mail, http, ftp, irc, dhcp servers, and multi-user interactive forums.

IASL reserves the right to set specific limits for Bandwidth Usage and charge for excessive Bandwidth Usage for residential Services at any time. In addition, you must ensure that your activities do not improperly restrict, disrupt, inhibit, degrade or impede IASL's ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services.

## **UNDER NO CIRCUMSTANCES WHATSOEVER ARE YOU PERMITTED TO RESELL, SHARE, OR OTHERWISE DISTRIBUTE THE SERVICES OR ANY PORTION THEREOF TO ANY THIRD PARTY WITHOUT THE WRITTEN CONSENT OF IASL AND PAYMENT OF APPLICABLE FEES.**

For example, you cannot provide Internet access to others through a dial up connection, host shell accounts over the Internet, provide E-mail or news service, or send a news feed unless express permission is granted by the customer agreement.

The residential IASL Services are designed for personal Internet use. You may not use the residential IASL Services for commercial purposes. You may not run a server in connection with the IASL Services nor may you provide network services to others via the IASL Services. Examples of prohibited servers and services include, but are not limited to, mail, http, ftp, irc, dhcp servers, and multi-user interactive forums. Some business services may be exempt from these limitations.

The number of users who access the network will be limited to the number of connections allowed to them, on their service

description order. Generally one connection per service is allowed. IASL will deny any additional connection attempts exceeding the allowed number.

IASL can interrupt the connection in case of extended periods of inactivity.

## **VIOLATION OF THIS AGREEMENT**

IASL does not routinely monitor the activity of accounts for violation of this Agreement. However, in our efforts to promote good citizenship within the Internet community, IASL will respond appropriately if it becomes aware of inappropriate use of the Services. Although IASL has no obligation to monitor the Services and/or the network, IASL reserves the right to monitor bandwidth, usage and content from time to time, to identify violations of this Agreement; and/or to protect the network and IASL Internet customers.

IASL prefers to advise customers of inappropriate behaviour and take any necessary corrective action. However, if you use the Services in a way which IASL, in its sole discretion, believes violates this Agreement, IASL may take any responsive actions it deems appropriate. Such actions include, but are 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. IASL will not have any liability for any such responsive actions. The above described actions are not IASL's exclusive remedies and IASL may take any other legal or technical action it deems appropriate.

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

You hereby authorize IASL to cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations, and/or (ii) system administrators for other Internet service providers or other network or computing facilities, in order to enforce this Agreement. Such cooperation may include IASL providing the username, IP address, or other identifying information about a subscriber.

Upon termination of your account, IASL is authorized to delete any files, programs, data and E-mail messages associated with such account.

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

You agree that, if any portion of this Agreement is held invalid or unenforceable, that portion will either be severed or construed in a way consistent with applicable laws, and the remaining portions will retain their full force or effect.