

## Fibernetics' Acceptable Use Policy

When using Fibernetics' Internet access services, PBX systems, hosting services, internetworking services, or any other message or communication services that may be available to the Customer on or through Fibernetics' Internet systems (collectively, the "Services"), the Customer agrees to abide by the terms of this Acceptable Use Policy (the "AUP") and the Customer is prohibited from engaging in certain activities which include, but are not limited to, those described in this AUP. Any violation of this AUP will constitute a violation of the terms of the Service Schedule.

For the purposes of this Acceptable Use Policy, "Fibernetics" means Fibernetics Corporation and its affiliates and subsidiaries. A "Customer" is an individual or organization that has a service agreement or contract with Fibernetics for use of the Services, or otherwise uses the Services.

### 1. Consequences of Breach of this Acceptable Use Policy

If the Customer engages in any of the prohibited activities described below it may, at the sole discretion of Fibernetics and without notice to the Customer, result in the immediate (1) restriction, suspension or termination of the Customer's use of the Services without compensation to the Customer, (2) blocking or filtering of the Customer's content, data or materials, (3) application of complaint processing fees, disconnection fees and additional service charges to the Customer's account, (4) deletion of the Customer's content, data or materials from Fibernetics' servers, or (5) involvement of law enforcement agencies. Such activities may also result in civil or criminal liability. The foregoing applies notwithstanding any language or term to the contrary contained in any agreement that the Customer may have with Fibernetics.

The Customer is responsible for use of the Services by any third party who directly or indirectly utilizes the Services provided by Fibernetics to the Customer, whether or not such use has been authorized by the Customer.

### 2. Disclaimer and Assumption of Risk

Notwithstanding this Acceptable Use Policy, the Customer makes use of the Services at its own risk. These risks include, among other things, credit card theft, identity theft, fraud, solicitation, stalking, invasion of privacy, unwanted receipt of offensive or obscene material, trespass to chattels or denial of service attacks. Fibernetics expressly disclaims any obligation to monitor its Customers and other users with respect to violations of this Acceptable Use Policy. Fibernetics accepts no responsibility, whether in contract, tort or otherwise for any damage sustained by the Customer or any users in using the Services.

### 3. Cooperation with Other Providers and Law Enforcement Authorities

Fibernetics may cooperate with other on-line service providers to discourage and resist abuses of acceptable use policies. Fibernetics reserves the right to report illegal activities to governmental authorities and to assist them in any prosecution.

#### 4. Criminal Offences

While using the Services, the Customer is prohibited from posting, uploading, reproducing, distributing or otherwise transmitting information or materials where such activity constitutes a criminal offence or from otherwise engaging in or assisting others to engage in any criminal offence including, but not limited to, those offences listed below:

- Communicating hatred
- Pyramid-selling
- Unauthorized use of a computer
- Mischief in relation to data
- Fraud
- Defamatory libel
- Obscenity
- Child pornography
- Harassment/Stalking
- Uttering threats
- Invasion of another person's privacy

#### 5. Civil Offences and Violations of the Rights of Others

While using the Services, the Customer is prohibited from posting, uploading, reproducing, distributing, or otherwise transmitting information or materials where such activity gives rise to civil liability or from otherwise violating the rights or assisting others to violate the rights of Fibernetics or any third party, including, but not limited to, the violations listed below:

- Copyright infringement
- Trademark infringement
- Patent infringement
- Misappropriation of trade secrets
- Defamation

## 6. Other Prohibited Activities

While using the Services, the Customer is prohibited from engaging in or assisting others to engage in any activity that: (1) violates applicable policies, rules or guidelines of Fibernetics or other on-line service providers, (2) disrupts or threatens the integrity, operation or security of any Service or any computer or Internet system, (3) elicits complaints from other Internet users or Internet service providers, (4) is contrary to any law or regulation, or (5) is otherwise objectionable. Examples of such prohibited activity include, but are not limited to:

- Scanning or probing another computer system
- Obstructing or bypassing computer identification or security procedures
- Engaging in unauthorized computer or network trespass
- Maintaining a relay service open to the general public
- Engaging in denial-of-service attacks
- Posting, uploading, reproducing, distributing or otherwise transmitting any data, information or software that constitutes a virus, trojan horse, worm or other harmful or disruptive component
- Exporting equipment, software, or data outside of Canada or the U.S. in contravention of applicable export control legislation
- Falsifying address information, modifying message headers to conceal the Customer's identity or impersonating others, for the purpose of circumventing this Acceptable Use Policy
- Posting, uploading, reproducing, distributing, otherwise transmitting, or collecting responses from unauthorized or unsolicited duplicative e-mail messages, junk or bulk e-mail messages, chain letters, newsgroup postings or other "spam"
- Engaging in any conduct that directly or indirectly encourages, facilitates, promotes, relies upon or permits the foregoing prohibited activities including, without limitation, failing to implement reasonable technical or administrative measures to prevent spam, viruses and worms

## 7. Indemnification

The Customer will indemnify and hold harmless Fibernetics from all demands, claims, proceedings, awards, action, damages, losses, costs, charges, and expenses, including legal fees, incurred by or made against Fibernetics, which result from or relate to violation by the Customer of this Acceptable Use Policy. The Customer shall give Fibernetics prompt notice of any such demand, claim or proceeding that the customer is aware of.

## 8. Modifications

The terms of this Acceptable Use Policy may change at any time and without prior notice. The Customer is responsible for frequently reviewing this Acceptable Use Policy posted on Fibernetics' web site to obtain timely notice of any such changes.

**9. Governing law**

This AUP is governed exclusively by and construed in accordance with the laws of the province in which the Customer billing address is located. If any provision in this AUP is declared to be invalid or in conflict with any such law or regulation, that provision may be deleted or modified without affecting the validity of the other provisions.

**Contacts and Questions?**

If you have any questions about this Acceptable Use Policy or wish to report any Internet abuses, please e- mail Fibernetics at [customerservice@fibernetics.ca](mailto:customerservice@fibernetics.ca)