



Please read all of the following Terms. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY DISCONTINUE YOUR USE OF THE SERVICE AND RETURN ANY PRODUCTS.

PASON SYSTEMS INTERNET SERVICES – ACCEPTABLE USE POLICY

Introduction

Pason Systems Corp/Pason Systems USA Corp ("Pason") is committed to being a responsible network citizen. To assist Pason in protecting the usefulness and enjoyment of the Internet, you agree to abide by the terms of this Acceptable Use Policy (the "AUP"). Any violation of this AUP may result in the termination of Service and/or suspension of your communications services thereunder. If you have any questions about this AUP, do not hesitate to contact Pason via email at abuse@pason.com or contact us at 1-877-255-3158. For the purposes of this AUP, "Internet host" means any computer or electronic device connected to the Internet. Except where otherwise indicated, "you" and "your" means you and every person who uses the communications platform provided to you by Pason.

Violation of this Acceptable Use Policy

Pason has the right, but not the obligation, to monitor or investigate any content that is transmitted using the services (other than voice services); and to access or preserve content or information. We prefer to advise subscribers of inappropriate behavior and any necessary corrective action. However, if the services are used in a way that we, in our sole discretion, believe violates this AUP, Pason may take any responsive actions deemed appropriate. Such actions may include, without limitation, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and/or the immediate suspension or termination of all or any portion of the communications service provided by Pason. Pason will have no liability for any such responsive actions. The above described actions are not exclusive remedies and Pason may take any other legal or technical action deemed appropriate. The failure to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. If any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

You are solely responsible for the security of your computing system and accounts. Pason will offer full co-operation with law enforcement agencies in connection with any investigation arising from a breach of this AUP.

General

The communications service provided by Pason are solely for commercial use; without limitation, you may not use the service or any equipment provided in connection with the service for operation of an Internet Service Provider's business. Harassing or abusive language or



actions, whether verbal, written or otherwise, of Pason's employees, suppliers, agents and representatives is strictly prohibited and will not be tolerated.

You are prohibited from using the service and equipment for activities that include, but are not limited to:

- Transmitting unsolicited messages which, in the sole judgement of Pason, cause significant disruption or elicit complaints from other Internet users.
- Operate a server in connection with the services, including, without limitation, mail, news, file, gopher, telnet, chat, Web, or host configuration servers, multimedia streamers or multi-user interactive forums.
- Restricting or inhibiting any other user from using or enjoying the Internet, impairing the operations or efficiency of the service or creating an unusually large burden on our networks or otherwise generating levels of Internet traffic impeding other users' ability to transmit or receive information.
- Posting, transmitting or otherwise distributing information constituting or encouraging conduct that would constitute a criminal offence or give rise to civil liability, or otherwise using the service in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the service or the Internet.
- Posting or transmitting messages constituting "spam", which includes but is not limited to unsolicited e-mail messages, inappropriate postings to news groups, false commercial messages, mail bombing or any other abuse of e-mail or news group servers.
- Reselling bandwidth or any other part of the Service, including without limitation IP addresses, provided by Pason.
- Harassing users or groups in any way including but not limited to defaming, abusing, stalking, threatening or otherwise violating the legal rights of others.
- Impersonating other Internet subscribers or other Internet service providers' subscribers in any way.
- Uploading or downloading, transmitting, posting, publishing, disseminating, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to information, software, files or other material which (i) are protected by copyright or other intellectual property rights, without prior authorization from the rights holder(s); (ii) are defamatory, obscene, child pornography or hate literature; or (iii) constitute invasion of privacy, appropriation of personality, or unauthorized linking or framing.
- Falsifying or deleting any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file.
- Transmitting, posting, publishing, disseminating, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any files, program or information designed to assist users in defeating copy protection, registration and any other anti-theft mechanisms associated with commercial or shareware programs.
- Transmitting, posting, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any program or information designed to assist in the fraudulent use of telecommunications services.



- Using an Internet host's resources in a manner which is not authorized by its administrators. This includes mail relaying, transmitting chain letters, make-money-fast or pyramid style schemes of any sort.
- Posting or transmitting any information or software which contains a virus, "cancelbot", "trojan horse", "worm" or other harmful or disruptive component.
- Transmitting, posting, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any program or information constituting or encouraging conduct that would constitute a criminal offence or give rise to civil liability.
- Violating or breaching any applicable laws and/or regulations.

Electronic Mail

Access to Internet mail services is for your business use. You agree to use the mail services only to send and receive messages and material that are proper. By way of example, and not as a limitation, you agree that when using mail services, you will not:

- Use such service in connection with pyramid schemes, spamming or any unsolicited messages (commercial or otherwise).
- Restrict or inhibit any other user from using or enjoying such service.
- Create a false identity for the purpose of misleading others or forge the headers of your email messages in any way.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of such service or other user or usage information or any portion thereof.
- Promote or facilitate the transmission of unsolicited email messages.
- Attach an excessively long signature to your messages.
- Send messages to disrupt or cause difficulties in receiving other email.
- Shall not maintain bulk "opt-in" email lists. At the discretion of Pason, any bulk e-mailings may be considered as unsolicited.

Pason reserves the right, in its sole discretion, to set an upper limit on the number of recipients of customer initiated email, the number of subscribers on a customer's bulk "opt-in" email lists, and the number of messages a customer may send or receive through the Business Internet Mail service.

Neither Pason nor any of its suppliers has any obligation to monitor the Business Internet Mail service. However, Pason and its suppliers reserve the right to review materials sent through such service, and to remove any materials in their sole discretion. Pason and its suppliers, in its sole discretion, may terminate your access to the Internet mail services at any time, without notice for violation of this Acceptable Use Policy.

Pason and its suppliers reserve the right at all times to disclose any information as they, in their sole discretion, deem necessary to satisfy any applicable law, regulation, legal process or governmental request. Pason and its suppliers further reserve the right at all times to edit, refuse to post or to remove any information or materials, in whole or in part, in their sole discretion.



Newsgroups / Discussion Forums

While posting to newsgroups or any other discussion forums, you are prohibited from conducting activities that include, but are not limited to:

- Posting binary or excessively large files of any kind.
- Posting substantially identical messages to more than 10 newsgroups.
- Attaching an excessively long signature to your messages.
- Forging the headers of your postings in any way.

Network Management

We reserve the right to manage our networks in order to optimize their efficiency for the benefit of our subscribers, including, without limitation, by way of the following: rate limiting (speed), rejection, or removal of spam or otherwise unsolicited bulk e-mail, anti-virus mechanisms, and protocol filtering. We may take any other action we deem appropriate in order to help ensure the integrity of the network experience for all subscribers.

Acceptance

I agree that I have read and understand the Acceptable Use Policy