



PASON TERMS & CONDITIONS

For Internet Services

PLEASE READ THE FOLLOWING CAREFULLY

THESE TERMS & CONDITIONS ("TERMS") CONTAIN LIMITATIONS OF LIABILITY AND INDEMNITIES

In providing you with Internet access, communications services, such as accessing, sending and receiving electronic mail ("**Email**"), and other related services (collectively, the "**Services**") Pason Systems Corp., Pason Systems USA Corp. and their affiliates (collectively, "**Pason**") is committed to being a responsible network citizen. To assist Pason in protecting the usefulness and enjoyment of the Internet by its customers, you must comply with these Terms at all times when using the Services. If you have any questions about the Services or these Terms, please contact Pason via email at helpdesk@pason.com or by phone at 1-877-255-3158.

Please read all the following Terms. By making use of the Services, you accept these Terms without change. If you do not accept them, you are not authorized to use the Services. **IF YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY DISCONTINUE YOUR USE OF THE SERVICES AND RETURN ANY PASON PROPERTY IN YOUR POSSESSION.**

For the purposes of these Terms, "**you**" means you and every person who uses the Services provided to you by Pason.

Violations of These Terms

If the Services are used in a way that Pason, in its sole discretion, believes violates these Terms, Pason may take any responsive actions it deems 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 Services, and Pason will have no liability for any such responsive actions.

The above described actions are not Pason's exclusive remedies hereunder; Pason may take any other legal or technical action it deems appropriate. The failure to enforce these Terms, for whatever reason, shall not be construed as a waiver of Pason's right to do so at any time. If any portion of these Terms is held invalid or unenforceable, that portion will be construed in a manner consistent with applicable law to the greatest extent possible, and the remaining portions of these Terms 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 these Terms.

Use Restrictions

The Services provided by Pason are solely for your commercial use, and any other use of the Services is strictly prohibited. You cannot use the Services (including accessing, sending or receiving Email) for any improper or illegal purpose.

Harassing or abusive language or actions, whether verbal, written or otherwise, including without limitation, that directed at Pason's employees, suppliers, agents and representatives, is strictly prohibited and will not be tolerated. Further, you may not use the Services, or any equipment provided in connection with the Services, to operate the business of an Internet service provider or conduct any similar operations.

Without limiting the general nature of the restrictions set forth above, you are explicitly prohibited from using the Services and related equipment for any of the following activities:

- Operating a publicly accessible 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 the Internet, impairing the operations or efficiency of the Services or creating an unusually large burden on Pason's 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 Services in a manner which is contrary to any applicable law, including, without limitation, anti-spam legislation.
- Reselling bandwidth or any other part of the Services, including, without limitation, any IP addresses provided by Pason.
- Impersonating other Internet subscribers or Internet service providers 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, or illegal; (iii) constitute an invasion of privacy, appropriation of personality, or unauthorized linking or framing; and/or (iv) is designed to assist users in defeating copy protection, registration or any other anti-theft mechanisms associated with commercial or shareware programs.

- Falsifying or deleting any author attributions, legal or other notices, proprietary designations, labels of the origin or source of software or other like material.
- 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 any computer or electronic device connected to the Internet, or any other related resources, in a manner which is not authorized by its administrators. This includes, without limitation, 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 any other harmful or disruptive component.
- Create a false identity for the purpose of misleading others or forge the headers of your communications using the Services, (such as Email) in any way.
- Use, download or otherwise copy, or provide, to an unauthorized person or entity, the identity of another user, or any other user or usage information, or any portion thereof.
- Promote or facilitate the transmission of unsolicited messages or attach an excessively long signature to your messages.
- Maintain bulk "opt-in" Email lists. At the sole discretion of Pason, Pason may deem any bulk Email as unsolicited, and therefore, in violation of these Terms.

Right to Monitor Services

While Pason does not have any obligation to monitor the content transmitted using its Services, including, without limitation, the information, materials, Email and other messages sent and/or received by you, you acknowledge that Pason has the right to monitor or investigate any content that is transmitted using the Services for the purpose of ensuring compliance with these Terms.

Further, Pason reserves the right to remove or refuse to post or any information or materials, in whole or in part, which is determined, in Pason's sole discretion, to be improper or illegal in any manner whatsoever. Pason further reserves the right, at all times, upon providing notice to you, to disclose any information transmitted using the Services, which Pason, in its sole discretion, deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

Pason further reserves the right, in its sole discretion, to set an upper limit on the number of recipients of an Email sent using the Services, the number of subscribers on a bulk "optin" Email list, and/or the number of messages you may send or receive using the Services.

Newsgroups, Discussion Forums and Social Media

The Services may allow you to access, post to, or otherwise participate in, newsgroups, discussion forums and other forms of social media. In the event you access any social media platforms using the Services, you must abide by the applicable terms of use. You further agree to only access social media through the Services for purposes that are proper, legal, and otherwise compliant with these Terms.

Without limiting the general nature of the restrictions set forth above, you are explicitly prohibited from conducting any of the following activities when accessing social media using the Services:

- Posting binary or excessively large files of any kind.
- Posting substantially identical messages to more than Ten (10) social media platforms.
- Forging the headers of your postings in any way.

Network Management

Pason reserves 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: (i) limiting the rate of downloads or uploads (speed); (ii) rejection, blocking or removing spam or otherwise unsolicited bulk Emails; (iii) anti-virus mechanisms; and (iv) protocol filtering. You hereby acknowledge that Pason may take any other action it deems appropriate in order to help ensure the integrity of the network experience for all subscribers of the Services.

Disclaimer and Limitation on liability

The Services are provided "as is". Pason expressly disclaims any and all representations, warranties and/or guarantees relating to, or in connection with, the Services. In no event shall Pason be liable for any damages to you, or any third party, caused by, in connection with, or otherwise arising from, your use of the Services, regardless of the cause.

Binding Terms

In order to use the Services, you must agree to abide by these Terms, in their entirety. You hereby acknowledge that you have been provided with the opportunity to read these Terms, that you understand these Terms and that you agree to be bound by them.

***** IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT ENTITLED TO USE THE INTERNET SERVICES AND MUST IMMEDIATELY DISCONTINUE YOUR USE OF THE INTERNET SERVICES AND RETURN ANY PASON PROPERTY IN YOUR POSSESSION *****

Last updated: July 23, 2020.