



## Internet Acceptable Use Policy

Citywave Internet (Citywave) has established an Acceptable Use Policy to prevent unacceptable use of our services and equipment and to ensure that we are able to provide the quality of services expected by our customers. This Acceptable Use Policy applies to all customers of Citywave including any company, individual, organization, institution or other entity that Citywave provides services to either directly or indirectly (the Customer).

The policy is designed to protect the security, integrity, reliability, and privacy of both the Citywave network and the products and services Citywave offers to its customers. Citywave reserves the right to modify this policy at any time, effective immediately upon posting of the modification. The Customer's use of Citywave's products and services constitutes its acceptance of the Acceptable Use Policy in effect at the time of such use. The Customer is solely responsible for any and all acts and omissions that occur during or relating to the use of the service, and you agree not to engage in any unacceptable use of the service.

This Acceptable Use Policy is subject to change at any time without notice.

### Unacceptable Use

Unacceptable use includes, but is not limited to, any of the following:

1. Posting, transmission, re-transmission, or storing material on or through any of Citywave's products or services, if in the sole judgment of Citywave such posting, transmission, re-transmission or storage is:
  - a) in violation of any local, provincial, federal, law or regulation (including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations);
  - b) abusive, obscene, indecent, defamatory or promotes, threatens, or otherwise encourage violence.Each customer shall be responsible for determining what laws or regulations are applicable to his or her use of the products and services.
2. Installation or distribution of software or other "pirated" products that are not appropriately licensed for use by customer.
3. Resale of Citywave's products and services without the express prior written consent of Citywave.
4. Deceptive marketing practices.
5. Actions that restrict or inhibit anyone - whether a customer of Citywave or otherwise - in his or her use of Citywave's products and services, or that generate excessive network traffic through the use of automated or manual routines that are not related to ordinary personal or business use of Internet services.
6. Use if Citywave services directly or indirectly in the creation, introduction or propagation of malicious programs (e.g., viruses, Trojan horses and worms) into the Citywave network or servers or other products and services of Citywave or any other service provider.
7. Causing or attempting to cause security or integrity breaches or disruptions of Internet communications. Examples of security breaches include but are not limited to accessing data of which the customer is not an intended recipient, or logging into a server or account that the customer is not expressly authorized to access. Examples of disruptions include but are not limited to port scans, flood pings, packet spoofing and forged routing information.
8. Executing any form of network monitoring that will intercept data not intended for the customer.
9. Circumventing user authentication or security of any host, network or account.
10. Interference of any network, host, system or user which prevents fair or proportionate use of Citywave's or any other party's services (denial of service attacks).
11. Using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable a user's terminal session.
12. Failing to comply with Citywave's procedures relating to the activities of customers on Citywave-owned facilities.
13. Furnishing false or incorrect data including fraudulent use of credit card numbers.
14. Attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization or other methods to document "use" of Citywave's products or services.
15. Sending unsolicited mail messages, including the sending of "junk mail" or other material such as; commercial advertising or messages, political or other tracts, announcements, petitions, to individuals who did not specifically request such material, who were not previous customers of the customer or with whom the customer does not have an existing business relationship (e.g., E-mail "spam"); or distributing, advertising or promoting software or services that have the primary purpose of encouraging or facilitating unsolicited commercial E-mail or spam.
16. Creating or forwarding "chain letters", fraudulent offers or other "pyramid schemes" of any type.
17. Transmission of email or other content from a third party in any way which indicates that Citywave was involved in the transmission of such email or content.
18. Posting a single or similar message to a large number of usergroups.
19. Harassment, whether through language, frequency, or size of messages.
20. Unauthorized use or forging of email, newsgroup posting or TCP/IP packet header information for the purpose of concealing the sender's or recipients identity or for any other illegitimate purpose.
21. Solicitations of mail or any other E-mail address other than that of the poster's account or service, with the intent to harass or collect replies.
22. Use of Citywave Services to violate the acceptable use policy of others.
23. Use of unsolicited E-mail originating from within the Citywave network or networks of other Internet Service Providers on behalf of or to advertise any service hosted by Citywave or connected via the Citywave network.



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24. Services provided by Citywave may be subject to regulations set forth by CRTC or other regulatory bodies. Use of Citywave services must adhere to the regulations of those regulators and to any changes to those regulations as they occur.

No failure or delay in exercising or enforcing this policy shall constitute a waiver of the policy or of any other right or remedy. If any provision of this policy is deemed unenforceable due to law or change in law, such a provision shall be disregarded and the balance of the policy shall remain in effect.

### **Unsecured Resources**

Upon notification of the existence of an unsecured resource (e.g., open news server, unsecured mail relay), the customer shall immediately take all necessary steps to avoid any further abuse of such resource. Any abuse of an open resource that occurs after the customer has received such notification shall be considered a violation of this policy and enforced as such.

### **Enforcement**

Citywave may immediately suspend and/or terminate the customer's service for violation of any provision of this policy upon verbal or written notice, which notice may be provided by voicemail or E-mail. Prior to suspension or termination, Citywave attempts to work with our customers to cure violations of this policy and ensure that there is no re-occurrence; however, Citywave reserves the right to suspend or terminate based on a first offense