

ACCEPTABLE USE POLICY

This Acceptable Use Policy was last amended on October 19, 2019●.

This acceptable use policy ("**Acceptable Use Policy**") is intended to ensure that the Internet access services (the "**Services**") of Broadband Surfer Canada Inc. ("**canadasurfs**") operate efficiently and effectively for all users and without undue burden on canadasurfs' software, equipment and infrastructure and to reduce the potential of liability for canadasurfs and others.

THIS DOCUMENT IS THE ACCEPTABLE USE POLICY AND GOVERNS YOUR USE OF THE SERVICES PROVIDED BY CANADASURFS. BY USING ANY OF THE SERVICES YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS ACCEPTABLE USE POLICY.

AMENDMENTS

canadasurfs may amend this Acceptable Use Policy at any time by posting a new Acceptable Use Policy at the website canadasurfs.ca in place of this one. canadasurfs will notify you by email that the Acceptable Use Policy has been amended. The amended Acceptable Use Policy shall be effective on notification.

MONITORING

canadasurfs reserves the right to monitor your use of the Services to ensure that the Acceptable Use Policy is being complied with.

LIMITS ON USE OF THE SERVICE

While canadasurfs does not have any specific limitation on how much of the Services that you may use, the intent is that the Services are being provided for your personal use and the personal use of your family members, or if you are a company, for the use of your employees of your company. As such, you agree not to run servers of any kind or to employ robots or scripts or other utilities while you are not personally present to monitor same.

. Even if you are not in breach of the foregoing, you may not otherwise make excessive use of the Services. canadasurfs reserves the right to determine, in its sole discretion, whether or not you are making excessive use of the Services. canadasurfs also reserves the right to set limits on the use of the Services at any time by amendment of this Acceptable Use Policy.

You or any other person shall not use the Services in a manner so as to prevent the fair and proportionate use of the Services by other customers. If it is determined by canadasurfs that the Services are being used in a manner that is not proportionate with other users of the Services, canadasurfs may bill the customer for additional usage of the Services above their package, limit their use of the Services to the upper limit of their package; discontinue or refuse to provide the Services. Given the shared bandwidth between customers, it may be necessary for canadasurfs to temporarily reduce speeds during heavy periods of usage until the customer is no longer using disproportionate Services.

It is recommended that large downloads, back-ups and sharing be scheduled outside of peak hours, preferably overnight, in order to maximize speeds for the Services during peak hours.

PROHIBITED ACTIVITY

You shall not in the course of using the Services:

(a) engage in any criminal or unlawful activity including any activity involving the following: communicating hatred, participating in pyramid schemes, accessing or using a computer system or network without authorization, accessing or using data without authorization, fraud, obscenity, possession or distribution of child pornography, criminal harassment or criminally threatening;

- (b) commit any dishonest act, act of fraud or any act which infringes any third party rights;
- (c) infringe or potentially infringe any intellectual property or proprietary rights including without limitation, copyright, patent, trademark, trade secret, right of publicity or privacy;
- (d) defame or slander or commit libel of any person or organization;
- (e) participate in any activity which is harmful or potentially harmful to any individual including, without limitation, that which places any person's health or safety at risk;
- (f) post, upload, reproduce, distribute or otherwise transmitting any data, information or computer code which constitutes a virus, trojan horse, worm, time bomb or other harmful, invasive or disruptive computer code or participate in any manner in any denial of service attack;
- (g) place the integrity, operation or security of any computer system or network at risk or disrupt or threaten the integrity, operation or security of any computer system or network;
- (h) violate any federal, state or provincial law, statute, ordinance or regulation in any jurisdiction including without limitation those relating to export control, consumer protection, unfair competition, discrimination or false advertising;
- (i) collect, store, distribute or transmit bulk e-mail messages, newsgroup postings or other "spam" (canadasurfs reserves the right to determine, in its sole discretion, whether any item constitutes "spam") or collect, store, distribute or transmit e-mail addresses or other electronic contact information for any of those purposes;
- (j) scan or probe any computer system or network, whether through automatic means or otherwise;
- (k) obstruct or attempt to hide any computer identification or obstruct or attempt to bypass any security system or method;
- (l) maintain a relay service that is open to the public; or
- (m) be involved in any activity which creates liability or damage or potentially creates liability or damage to canadasurfs or its computer systems, its service providers or its other customers.

Without the written consent of canadasurfs you shall not deploy any spider, robot, software or other automatic means to search, monitor or interfere with any part of the Internet, any service or content of any third party.

You shall not deploy any spider, robot, software or other automatic means to gain or attempt to gain access to any computer system or network.

You agree not to cause any unreasonable burden or load on canadasurfs' software, its computer systems or its services.

CONTENT

canadasurfs is not responsible for any content you post, store, transmit, disseminate or access through use of the Services.

By using the Services to publish, transmit or distribute content, you are warranting that the content complies with this Acceptable Use Policy and licenses and authorizes canadasurfs to reproduce, publish, distribute and display such content worldwide.

OTHER BREACHES

It is a breach of the Acceptable Use Policy to:

- (a) indirectly undertake any activity which breaches the Acceptable Use Policy; or

(b) directly or indirectly assist any other individual to carry on any activity which may breach the Acceptable Use Policy, including that which encourages, facilitates or promotes the same;

As well, it is a breach of the Acceptable Use Policy if anyone breaches any of the provisions of this Acceptable Use Policy while using the Services through your connection or computers, whether or not you were aware of such use and whether or not you authorized such use. You are responsible for any misuse of the Services that originate from your account, even activities committed by any friend, family, co-worker, employee, guest or anyone with access to the account. You must ensure that others not gain unauthorized access to the Services. You are also responsible for the security of any device you connect to the services or use to access the services, including, without limitation, data stored on that device.

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 CANADASURFS.

REMEDIES FOR BREACH

canadasurfs is the sole party entitled to determine whether or not there has been a breach of the terms of this Acceptable Use Policy and such determination shall be final.

If the terms of the Acceptable Use Policy have been breached in any manner, canadasurfs may, in its sole discretion and without notice to you, do any one or more of the following (a) restrict, suspend or terminate your use of any or all the Services, without any compensation, (b) block or filter content, data or other material transmitted through the Services, (c) delete any or all of your content, data or other materials from our computer systems, (d) charge you with a reasonable investigation fee and disconnection fee, or (e) report the matter to law enforcement agencies.

The foregoing remedies are not a substitute for and shall not in any way limit canadasurfs' other remedies that may be available at law.

SYSTEM CHANGES

On occasion you may be asked to install software and/or make changes to your computer settings to assist in the prevention of breaches of this Acceptable Use Policy. These required changes will be reasonable and will be without cost to you. However, the failure to implement such changes shall constitute a breach of this Acceptable Use Policy.