



# ACCEPTABLE USE POLICY

Doc# MCP02

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## Introduction

These terms and conditions are in addition to Monashee Communications' General Terms of Service.

By using Monashee Communications Internet Service (the "Services") provided by Monashee Communications Ltd. its partners and associates ("Monashee Communications"), you agree to the following terms of this Acceptable Use Policy, including the General terms contained below:

This Acceptable Use Policy constitutes the agreement between Monashee Communications and the customer ("you" or "your") subscribing to the Services. This Acceptable Use Policy governs your use of the Services and any devices and/or equipment used to support the Services, including without limitation, a modem and software used in conjunction with the Services which is loaned to you from Monashee Communications for your use solely in connection with the Services ("Equipment").

By activating the Services, you acknowledge that you have read, understand and agree to this Acceptable Use Policy as set out hereunder and with terms and conditions of Monashee Communications Terms of Services (the "Agreement"). If you do not wish to be bound by this Agreement or any modifications, which may be made by Monashee Communications from time to time (as described in the following paragraph), do not activate or use the Services and immediately contact Monashee Communications.

## 1. Your Account

- 1.1. You are at least 19 years of age.
- 1.2. You are responsible for all use of your account, by anyone.

## 2. Payment

- 2.1. Payment is due upon your receipt of a bill from Monashee Communications. If payment is not received by the end of the current month, a late fee of \$20.00 shall be charged by Monashee Communications and/or your account will be terminated and you will be subject to additional connection charges to re-establish your account.
- 2.2. Termination does not remove your responsibility under the Agreement to pay all charges incurred up to the date of termination. Including early termination fee's
- 2.3. Termination Fee's apply when a contract is terminated before the contract term has expired. A \$20.00 fee per month of service remaining will be charged and payable upon termination of your services.

## 3. Service Limitations

- 3.1. Monashee Communications does not guarantee throughput on the customer's individual connection, on a local basis or between any servers on the Internet.

- 3.2. The Service is subject to your equipment satisfying standards of transmission and supporting communications protocols required for access to the Internet through the existing Monashee Communications equipment and facilities.
- 3.3. You are not permitted to operate an e-mail, web, news or other similar servers through the Service except as authorized by Monashee Communications.
- 3.4. Monashee Communications cannot guarantee that all current or future Internet applications can or will be supported.
- 3.5. You must comply with the current bandwidth usage, data storage and other limitations on the Services. Monashee Communications reserves the right to set specific limits for bandwidth usage and charge for excessive bandwidth usage for residential or business Services at any time.
- 3.6. Sharing or reselling the Service for any purpose is strictly prohibited without written permission from Monashee Communications and payment of applicable fees.

#### 4. Traffic Management

- 4.1. Monashee Communications uses Traffic Management Policies to ensure proportional access to its network for all Monashee Communications Internet customers. Peer-to-Peer (P2P) applications used for non real-time file sharing can consume a disproportionate amount of bandwidth causing disruption to other customers on Monashee Communications system. Monashee Communications Traffic Management Policies were introduced to address network congestion caused by P2P and similar typed applications.
- 4.2. Monashee Communications traffic management policies will not affect real-time interactive activities such as on-line gaming, banking, e-mail or VoIP services. For the majority of Monashee Communications customers the Internet experience is unaffected by our traffic management policies and both upstream and downstream bandwidth is available to ensure the full operation of any application.

#### 5. Service Installation

##### 5.1. The standard installation of the Service includes:

##### 5.1.1. Installation of Radio equipment, Modem, or Service Drop

- 5.1.1.1. Subject to a practical standard installation. Installation requiring extensive cable, installation heights, boring through walls, etc. will be subject to an engineering fee and constructions costs.

##### 5.1.2. connection to one jack/outlet and/or router/computer

##### 5.1.3. installation of software, if required at one computer; and

##### 5.1.4. customer computer configuration

##### 5.2. Additional charges shall apply when it is necessary for Monashee Communications to install special equipment or to incur an unusual expense to establish the Service.

##### 5.3. If re-installation of the hardware or software is required at your location, it will be provided to you for a charge no greater than the normal installation charge. Only the standard installation service will be provided, except for software upgrades deemed necessary by Monashee Communications.

- 5.4. All premise visits will be assessed a minimum charge as it relates to moves, changes, re-arrangements or re-installations of a high-speed service unless otherwise specified.
6. Monashee Communications Property
    - 6.1. The Wireless Radio, high-speed modem, its associated components, splitters and filters are provided for your use as part of the Service and will remain the property of Monashee Communications.
    - 6.2. A replacement charge will be levied for lost or damaged hardware.
    - 6.3. IP addresses may be installed in your hardware or software for the duration of your service with Monashee Communications. These addresses are NOT portable and remain the property of Monashee Communications.
    - 6.4. Monashee Communications reserves the right to change IP addressing schemes. Monashee Communications will provide reasonable advance warning of such network changes.
7. Customer Software and Hardware
    - 7.1. Other than software provided by Monashee Communications, you acknowledge and agree that you are responsible for the installation, operation and maintenance of any and all software and/or hardware required to connect to the Service.
    - 7.2. You agree to provide Monashee Communications or its designate with access to any such software and/or hardware as reasonably required.
    - 7.3. Monashee Communications is not responsible for any damage to or loss of data or software from your computer while installing or maintaining the Service.
    - 7.4. The Service must be connected to a suitable Network Interface Card (NIC) at your premise. This card must be installed prior to installation.
    - 7.5. Monashee Communications will provide support only for the Service components. Monashee Communications will not provide support to components of your computer or network. This is covered under our Managed Services which include IT Support.
8. Content Warning
    - 8.1. You agree that you are aware that the Service provides access to content that is for mature audiences only and which you may find offensive. Monashee Communications is not responsible for any content you post, store, transmit, disseminate or access through use of the Services. Any content questions or complaints you may have regarding content you access should be addressed to the content provider.
    - 8.2. You are responsible for information published to the Web or other Internet services, through your account. Monashee Communications reserves the right to refuse to post or to remove any information or materials, in whole or in part, that it, at its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.
    - 8.3. Monashee Communications has no obligation to monitor transmissions made on the Services. However, Monashee Communications has the right to monitor such transmissions and to disclose the same in accordance with Monashee Communications Privacy Policy. By using the Services to publish, transmit or distribute content, a user is warranting that the content complies with this Agreement and licenses and

authorizes Monashee Communications to reproduce, publish, distribute and display such content worldwide.

## 9. Use of the Service

9.1. The Service may be used only for lawful purposes. You agree not to:

9.1.1. use the service for commercial purposes, including, but not limited to web hosting (other than for personal purposes), commercial FTP sites, and advertising transmit or link to any communication where the meaning of the message, or its transmission or distribution, would violate any applicable law or regulations, including those which deal with obscene communications, or its transmission is for the purpose of making any annoying or offensive communication to any other person; engage in an unsolicited mass distribution of any message; disrupt or interfere with the Service or any service of any other Internet access provider; engage in any activity that could compromise the security of Monashee Communications or the security of other computers on the Internet; and share, resell, or provide, as part of any commercial transaction, the Service to any third party.

## 10. No Warranty- Limitation of Liability

10.1. YOU EXPRESSLY ACKNOWLEDGE AGREE THAT ALL USE OF THE SERVICE IS AT THE USERS OWN RISK. MONASHEE COMMUNICATIONS MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND FOR THE SERVICES WHICH ARE BEING PROVIDED. MONASHEE COMMUNICATIONS EXPLICITLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE WHATSOEVER.

10.2. Network performance and connectivity is not guaranteed. Monashee Communications will use reasonable efforts to ensure that those portions of the Service over which Monashee Communications has direct control are functioning properly.

10.3. We are not responsible for any loss you suffer, or any party claiming through or under you, as a result of using the Service including, but not limited to:

10.3.1. the performance of the Internet;

10.3.2. the content or accuracy of any information or data, including any software viewed, downloaded, or transmitted to or from the Internet;

10.3.3. loss resulting from the viewing, downloading, purchasing or by any other means acquiring, any material, product or service accessible through the Internet, even if you were not aware that any such loss would be incurred;

10.3.4. loss resulting from delays, computer viruses or interruption of the Service regardless of cause; and any losses or damages, including losses or damages to your equipment, facilities or software, arising from mistakes, omissions, interruptions, delays, errors, non-delivery, incorrect delivery, viruses, or defects in the transmission of information or data on the Internet.

10.4. Notwithstanding the limitations of liability in the Agreement, in the event that Monashee Communications is found liable in a court of law for any action or lack of action related to any use of the Service from your account, you agree that our liability is limited to \$100.

## 11. Indemnity

11.1. You agree to indemnify and hold harmless Monashee Communications, its parent corporation, affiliate corporations, all of their officers, directors, agents, employees and shareholders, from all claims and

expenses, including legal fees, which result from the use, by anyone, of your connection to the Service, without limitation.

## 12. Compliance Measures

12.1. Monashee Communications reserves the right to monitor any and all communications and activities through or with the Service to ensure adherence to the terms and conditions of the Agreement.

12.2. You agree that the Service is not to be considered a secure communications medium and that no expectation of privacy is afforded.

12.3. In the event that Monashee Communications receives a complaint from a customer regarding another customer, Monashee Communications will investigate the complaint and, in its sole discretion, may suspend or terminate the account(s) involved and/or may remove the material from its servers.

12.4. Monashee Communications reserves the right to release customer information to comply with investigation into any activity which may violate these terms, and may report such activities to the appropriate authorities.

12.5. Monashee Communications reserves the right to prohibit, remove and/or block access to any content or Internet capability, including pages, Usenet newsgroup and/or IRC channel, at any time for any reason, including those which contain:

12.5.1. hyperlinks to material Monashee Communications deems inappropriate; and material which promotes or induces illegal activity.

## 13. Termination

13.1. You may stop using the Service at any time and terminate your account by contacting Monashee Communications. Monashee Communications may suspend, restrict, or terminate your account and the Service and the Agreement, at any time if:

13.1.1. The operation of the Service is impaired by the use of the Service from your account

13.2. Any amount is past due from you to Monashee Communications.

13.3. There has been or is any breach of any term or condition of the Agreement.

13.4. In the event that your account is terminated;

13.4.1. You are responsible to pay all fees up to the date of termination of the Service.

13.4.2. You agree to return all equipment provided to you by Monashee Communications to Monashee Communications within fourteen days of termination of the Service. If you do not return the equipment, or if it is returned damaged, you agree to pay the replacement or repair costs plus applicable taxes and to have your account adjusted accordingly.

## 14. Changes

14.1. Monashee Communications reserves the right to change a customer's e-mail ID or make other changes to the Agreement or any aspect of the Service, as network or policy issues require. Monashee Communications will exercise reasonable efforts to inform you prior to making any changes.

14.2. Monashee Communications may discontinue any or all classes of service at its discretion. Should Monashee Communications exercise this right customers will receive a pro-rated refund.

#### 15. General

15.1. The failure of Monashee Communications to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of the Agreement. In the event that any portion of the Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of parties, and the remainder of the Agreement shall remain in full force and effect.

15.2. The agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

15.3. Monashee Communications may assign its rights and obligations under the Agreement without your prior written consent. You may not assign the Agreement.

#### 16. Modifications

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