

**GOSFIELD NORTH COMMUNICATIONS  
CO-OPERATIVE LIMITED  
("GOSFIELD")**

**ACCEPTABLE USE POLICY**

**1. Introduction**

This acceptable use policy ("Policy") sets out the principles, terms and conditions that govern the use by Gosfield's customers of the networks, systems, services and products provided by Gosfield. The Policy has been established to protect our Customer's use of the Internet and to promote the integrity, security, reliability and privacy of Gosfield's networks and systems.

Gosfield retains the right to modify the Policy at any time and any such modification shall be automatically effective as to all Customers when adopted by Gosfield.

The Customer acknowledges and agrees that it is their sole responsibility to make themselves aware of this Acceptable Use Policy and any and all subsequent revisions.

**2. Compliance With Law**

Customers shall not post, transmit, retransmit or store material on or through any of Gosfield's networks, systems, services or products that:

- a) is in violation of any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law, or order ;
- b) threaten, harass, or are obscene, indecent, defamatory, hateful or that otherwise could adversely affect any individual, body corporate, unlimited liability company, partnership, limited liability partnership, joint venture, trust, unincorporated association, unincorporated syndicate, governmental authority or other legal or business entity (collectively, "Persons"); or
- c) violate the rights of any Person, including human rights, privacy rights and rights protected by copyright, trademark, trade secret, patent or other intellectual property or similar laws or regulations including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Customer.

**3. Prohibited Uses of Systems, Services and Products**

The Customer may only use Gosfield's networks, systems, services and products in a manner that, in Gosfield's sole and absolute judgment, is consistent with the purposes of such networks, systems, services and products. The examples of prohibited uses identified below are non-exclusive and are provided, in part, for guidance purposes.

The following uses of Gosfield's networks, systems, services and products are expressly prohibited:

a) Prohibited Actions: General Conduct

- i. Transmitting on or through any of Gosfield's networks, systems, services, or products any material that is, in Gosfield's sole discretion, unlawful, obscene, threatening, harassing, abusive, libelous, or hateful, or encourages conduct that may constitute a criminal offense, may give rise to civil liability, or otherwise may violate any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law, or order;
- ii. Transmission, distribution, or storage of any information, data or material in violation of domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law, or order;
- iii. Violations of the rights of any Person protected by copyright, trademark, trade secret, patent or other intellectual property or similar laws or regulations;
- iv. Violations of the rights of any person protected by Privacy, nuisance or trespass laws or regulations;
- v. Actions that restrict or inhibit any Person, whether a Customer of Gosfield or otherwise, in its use or enjoyment of any of Gosfield's networks, systems, services or products or similar networks, systems, services or products provided by other persons;
- vi. Resale of Gosfield's services and products, without the prior written consent of Gosfield;
- vii. Deceptive on-line marketing practices;
- viii. Furnishing false data for the sign-up application, including fraudulent use of credit card numbers (such conduct is ground for immediate termination and may subject the offender to civil or criminal liability).
- ix. Uploading or downloading, transmitting, posting, publishing, disseminating, receiving, storing or otherwise reproducing, distributing or providing access to information, software, files or other material which: (i) are confidential or 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;

- x. Transmitting, posting, receiving, 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.

b) Prohibited Actions: System and Network Security

- i. Attempting to circumvent user authentication or security of any host, network or account ("cracking"). This includes, but is not limited to, accessing data not intended for the Customer, logging into a server or account the Customer is not expressly authorized to access, or probing the security of other networks;
- ii. Effecting security breaches or disruptions of Internet communications. Security breaches include, but are not limited to, accessing data of which Customer is not an intended recipient or logging onto a server or account that Customer is not expressly authorized to access. For purposes of this section, "disruption" includes, but is not limited to, port scans, ping floods, packet spoofing, forged routing information, deliberate attempts to overload a service, and attempts to "crash" a host;
- iii. Using any program/script/command, or sending messages of any kind, designed to interfere with a user's terminal session, by any means, locally or by the Internet;
- iv. Executing any form of network monitoring which will intercept data not intended for Customer.

c) Prohibited Actions: E-mail

- i. Harassment, whether through language, frequency, or size of messages, is prohibited;
- ii. Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to Persons who did not specifically request such material ("e-mail spam"). Customers are explicitly prohibited from sending unsolicited bulk mail messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements and political messages. Such material may only be sent to those who have explicitly requested it. If a recipient asks to stop receiving e-mail, the Customer must not send that person any further e-mail;

- iii. Creating or forwarding "chain letters" or other "pyramid schemes" of any type, whether or not the recipient wishes to receive such mailings;
- iv. Malicious e-mail, including, but not limited to, "mailbombing" (flooding a user or site with very large or numerous pieces of e-mail);
- v. Unauthorized use, or forging, of mail header information;
- vi. Using any Gosfield or Customer account to collect replies to messages sent from another provider;
- vii. Use of unsolicited e-mail originating from Gosfield network or networks of other Internet service providers on behalf of, or to advertise any service hosted by Gosfield, or connected via Gosfield network;
- viii. Willful failure to secure open SMTP ports so as to prevent the unauthorized use of Customer resources for the purposes of sending unsolicited e-mail by a third party.

d) Prohibited Actions: Usenet Newsgroups

- i. Posting the same or similar messages to large numbers of Usenet newsgroups ("Newsgroup spams or Usenet spam");
- ii. Posting chain letters of any type;
- iii. Posting encoded binary files to newsgroups not specifically named for that purpose;
- iv. Cancellation or superseding of posts other than your own, with the exception of official newsgroup moderators performing their duties;
- v. Forging of header information. This includes attempting to circumvent the approval process for posting to a moderated newsgroup;
- vi. Solicitations of mail for any other e-mail address other than that of the poster's account or service, with intent to harass or to collect replies;
- vii. Postings that are in violation of the written charters or FAQ's for those newsgroups;
- viii. Posting of Usenet articles from Gosfield's network or networks of other Internet service providers on behalf of, or to advertise any service hosted by Gosfield, or connected via Gosfield's network;

- ix. Failure to secure a news server so as to prevent the unauthorized use of Customer resources by a third party which may result in Usenet posts, which violate this Policy;
- x. Advertisements posted in newsgroups whose charters/FAQ's explicitly prohibit them. The poster of an advertisement or other information is responsible for determining the etiquette of a given newsgroup, prior to posting to it.

e) Prohibited Actions: Excessive Use

- i. Attempting to circumvent the 'idle time-out' or time on-line accounting, or attempts to run programs while not logged in by any method, are prohibited;
- ii. Consuming excessive resources, including CPU time, memory, disk space, and session time. The use of resource-intensive programs that negatively impact other system users or the performance of Gosfield systems or networks is prohibited, and Gosfield staff may take action to limit or terminate such programs;
- iii. Sharing of Internet passwords or accounts with others.

#### **4. Enforcement**

Gosfield reserves the right to monitor the network and associated services to ensure there are no violations of this policy, or adverse effects on the network or services and customer hereby consents to such monitoring. Gosfield may, in its sole and absolute discretion, suspend or terminate a Customer's service for violation of any provision of this Policy at any time and without warning. Gosfield's determination whether such violation occurred will be final and conclusive. As a general matter, Gosfield attempts to work with Customers to cure violations and to ensure that there is no re-occurrence of the violation prior to terminating service provided that such attempts shall not in any way constitute a waiver of Gosfield's right hereunder.

#### **5. Customer Indemnity**

The Customer shall release, indemnify, protect and hold harmless Gosfield, its affiliates, directors, officers, employees, independent contractors, service providers, carriers, partners, suppliers, agents, successors and assigns (the "**Gosfield Indemnified Parties**"), from and against all claims, losses, damages, costs, demands, expenses, contracts, liabilities, actions and other proceedings of any kind or nature (including, without limitation, any legal fees and disbursements incurred), made, sustained, brought, prosecuted, threatened to be brought or prosecuted by any third party, in any manner based upon, occasioned by or attributable to anything done or omitted to be done on the part of the Customer in connection with Gosfield's networks, systems, services or products, whether or not a violation of this Policy.

## **6. Limitation of Liability**

To the maximum extent permitted by applicable law, the Gosfield Indemnified Parties will not be liable to the Customer or to any third party for:

- a) any direct, indirect, special, consequential, incidental, economic or punitive damages (including loss of profit or revenue, financial loss, loss of business opportunities, loss, destruction or alteration of data, files or software, breach of privacy or security property damage, personal injury, death or any other foreseeable or unforeseeable loss, however caused) resulting or relating directly or indirectly from or relating to networks, systems, services or products or any advertisements, promotions or statements relating to any of the foregoing, even if a Gosfield Indemnified Parties was negligent or was advised of the possibility of such damages;
- b) the performance, availability, reliability, timeliness, quality, coverage, uninterrupted use, security, pricing or operation of networks, systems, services or products;
- c) the denial, restriction, blocking, disruption or inaccessibility of any networks, systems, services or products);
- d) any lost, stolen, damaged or expired equipment, identifiers, passwords, codes, benefits, discounts, rebates or credits; or
- e) any claims or damages resulting directly or indirectly from any claim that the use, intended use or combination of networks, systems, services or products or any material transmitted through the services infringes the intellectual property, industrial, contractual, privacy or other rights of a third party.

These limits are in addition to any other limits on the Gosfield Indemnified Parties' liability set out elsewhere in this Policy or otherwise and apply to any act or omission of one or more Gosfield Indemnified Parties, whether or not the act or omission would otherwise be a cause of action in contract, tort or pursuant to any statute or other doctrine of law.

The Gosfield Indemnified Parties' collective liability for negligence, breach of contract, tort or other causes of action, including fundamental breach, to the extent permitted by applicable law, is limited to payment, upon request, for actual and direct damages of a maximum amount of twenty dollars (\$20.00). Other than this payment and to the extent permitted by applicable law, the Gosfield Indemnified Parties' shall not be liable under any circumstances to the Customer or any third party for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages including loss of data, loss of income, loss of profit or failure to realize expected savings arising directly or indirectly from Gosfield's negligence or breach of contract (including fundamental breach or otherwise). This provision shall apply even if there is a breach of condition, a breach of an essential or fundamental term, or a fundamental breach.

The Customer agrees that the limitations of liability set out in this Policy are fair and reasonable in the circumstances of the services and products offered by Gosfield and that Gosfield would not have provided the services and products to the Customer but for the Customer's agreement to limit the Gosfield Indemnified Parties' liability in the manner and to the extent provided in this Policy.

## **7. Intellectual Property and Trademarks**

All trademarks, copyright, brand concepts, names, logos and designs used by Gosfield are intellectual property assets, registered or otherwise, of, or used under license by, Gosfield or of one of its affiliates or subsidiaries. All are recognized as valuable assets of their respective owners, and may not be displayed or used by the Customer in any manner for commercial purposes or copied in any manner for any purpose without the express prior written permission of Gosfield.

## **8. Caps on Bandwidth Usage**

Notwithstanding the unlimited or other characterization of Gosfield's products or services relating to amount of usage (as applicable), Gosfield may monitor bandwidth usage and in its sole and absolute discretion impose caps on bandwidth usage and hence such usage capacity is not unlimited or permitted to other maximum (as applicable) in those cases. Gosfield is entitled to enforce those bandwidth caps. If Customer refuses to adhere to the caps, the Customer's service and products may be suspended, restricted, subjected to traffic shaping or terminated, and/or extra charges may apply, all to be determined by Gosfield in its sole and absolute discretion.

## **9. Miscellaneous**

Gosfield retains the right to modify the Policy at any time and any such modification shall be automatically effective as to all Customers.

The actions listed herein are also not permitted by Internet Service Providers. Deceptive marketing of any kind whatsoever is not permitted through Gosfield's networks, systems or services. This Policy applies to other types of Internet-based distribution mediums as well.

Gosfield is not responsible for the content posted on the Internet, whether or not the posting was made by a Customer of Gosfield and Gosfield expressly disclaims any and all liability of any kind whatsoever for any information or content.

At its sole discretion, Gosfield reserves the right to remove materials from its servers and to terminate Internet access to any Customer. The Customer acknowledges that availability networks, systems, services or products may be limited to geographic location and required technology.