

PURPOSE

True802™'s Internet Acceptable Use Policy (“AUP”) is designed to encourage fair and responsible use of all Internet resources, and discourage activities that degrade the usability of network services and infrastructure. It is designed to protect the security and privacy of the customer and the end users, and maintain the image and reputation of True802™ as a responsive and responsible Internet Service Provider. All users of the Internet systems and services provided by True802™ (“Services”), whether a customer of True802™ (“Customer”), Customer’s end users (“End Users”) or visitors on Customer’s or End User’s networks (“Visitors”) must comply with this AUP.

True802™ supports the free flow of information and ideas over the Internet and does not actively monitor use of the services under normal circumstances.

Similarly, True802™ does not exercise editorial control over the content of any Web site, electronic mail transmission, news group, or other material created or accessible over or through the Services, except for certain proprietary websites.

However, True802™ may remove any materials that, in True802™'s sole discretion, may be illegal, may subject True802™ to liability, or which may violate this AUP.

True802™ may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of either Services and/or Customer’s True802™ account.

This AUP defines the actions that True802™ considers to be abusive and contrary to the spirit of the Internet. Such activities are to be considered strictly prohibited. If you are unsure whether any considered use or action is permitted, please call True802™ (705-521-6675).

PROHIBITED CONDUCT

1. All users of the Services are prohibited from engaging in the following conduct:
(Illegal use – using the Services to transmit any material (by email, uploading, downloading, posting, or otherwise) that, intentionally or unintentionally would constitute a criminal offence or give rise to civil

- liability, or would otherwise violate any applicable local, provincial, federal or international law, or any rules or regulations promulgated thereunder;
2. Harm to minors – using the Services to harm, or attempt to harm, minors in any way;
 3. Threats – using the Services to transmit any material (by email, uploading, downloading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property;
 4. Harassment – using the Services to transmit any material (by email, uploading, downloading, posting, or otherwise) that harasses another;
 5. Fraudulent activity – using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as “pyramid schemes,” “Ponzi schemes,” and “chain letters”;
 6. Forgery or impersonation – adding, removing or modifying identifying network header information in an effort to deceive or mislead, or attempting to impersonate any person by using forged headers or other identifying information;
 7. Unsolicited commercial email/Unsolicited bulk email – using the Services to transmit any unsolicited commercial email or unsolicited bulk email, or any other activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature, as well as using the Services to transmit non-authorized email relayed through any third party system;
 8. Unauthorized access – using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of True802TM's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data;
 9. Copyright or trademark infringement – using the Services to transmit any material (by email, uploading, downloading, posting, or otherwise) or otherwise reproduce, distribute or provide access to information, software and other material that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines,

- books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software;
10. Collection of personal data – using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent;
 11. Reselling the services – reselling the Services without True802™’s authorization pursuant to a Master Wholesale Services Agreement or otherwise;
 12. Network disruptions and unfriendly activity – using the Services for any activity which adversely affects the ability of other people or systems to use True802™’s Services or the Internet, including “denial of service” (DoS) attacks against another network host or individual user, interference with or disruption of other network users, network services or network equipment;
 13. Account sharing – engaging in account sharing, including, without limitation, permitting third parties to use your Service account and password; or
- m) Harmful messages – using the Services to post or transmit any information or software which contains a virus, “cancelbot”, “Trojan horse”, “worm” or other harmful or disruptive component.

CODE OF CONDUCT AND DISCLAIMERS

- True802™ is not responsible for:
 - any loss Customer or End User suffers or any party claiming through or under Customer or End User, as a result of using the Services;
 - accuracy or content of any Internet based service, web site or email access through the Services;
 - the security or completion of any Internet or web based secure transaction servers or services;
 - any software viewed, downloaded, executed or transmitted to or from Customer’s site;
 - any loss resulting from the viewing, downloading, purchasing or by any other means acquiring, any material, product or service accessible through the

Internet, even if Customer was not aware that any such loss would be incurred;

- any losses resulting from delays or interruption of Services, regardless of cause; or
 - any losses or damages, including losses or damages to Customer's 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.
- True802™ will not attempt to mediate or otherwise become involved in any particular disagreement or dispute between Internet users of the Services. All domain name disputes will be dealt with in accordance the ICANN Domain Name Dispute Policy located at <http://www.icann.org/dndr/udrp/policy.html>. Network performance and connectivity outside of True802™'s network is not guaranteed.
 - Actual throughput of the customer connection may vary according to Customer equipment, network conditions and load; local True802™ network conditions and load; Internet network conditions and load; and/or Ethernet transport overhead and limitations.
 - In the event that True802™ receives a complaint, True802™ will investigate the complaint and in True802™'s discretion, may suspend or terminate services to the account(s) involved. True802™ may also remove the subject material from its servers and will notify Customers of these actions once taken.
 - True802™ has no obligation to monitor the Services. However, in order to protect itself, True802™ reserves the right to monitor any and all communications and activity through or with the Internet services to ensure adherence to the terms and conditions of this AUP. True802™ may from time to time disclose any information concerning the End User required by the Customer or that is necessary to satisfy any law, regulation

or lawful request or as is necessary to operate the Service or to protect itself or others.

CUSTOMER'S RESPONSIBILITIES

- Customers are responsible for the actions and the consequences of their own employees, officers, directors, and agents. Furthermore, by accepting Internet services from True802™, Customer also undertakes the responsibility to monitor and uphold this AUP with respect to the activities of their End Users and their End Users' customers.
- Customer is responsible for all charges incurred by others to whom Customer has given its username and/or password and all charges incurred by a person who has obtained Customer's username and/or password prior to such Customer's notification to True802™.
- Customers may not attempt to violate or bypass any user or system authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to, unauthorized access of True802™'s or a third party's network, data or information, including (a) accessing data not intended for Customer; and (b) logging onto a server or account Customer is not expressly authorized to access.
- Customers may not use registered IP space other than the IP space assigned to them by True802™
- unless such IP space has been expressly permitted by True802™, in a written agreement. In addition, faking or forging an IP address other than the ones assigned or agreed to by True802™ is strictly prohibited.
- Outside of their allotted IP space, Customers agree to take every reasonable means to prevent their local IP space or subnets from 'leaking' out onto the True802™ network.
- Customer agrees to abide by the restrictions established by Usenet with respect to individual newsgroups and newsfeeds.
- Customer agrees that the Internet is not to be considered a secure communications medium and that no expectation of privacy is afforded. Customer agrees that True802™ cannot guarantee privacy and that Customer's messages may be the subject of unauthorized third-party interception and review. True802™ therefore recommends that the Services not be used for the transmission of confidential information. Any

- such use shall be at the Customer's sole risk and True802™, its affiliates and its agents shall be relieved from all liability in connection therewith.
- It is Customer or End User's responsibility to ensure that their network is configured in a secure manner. A Customer or End User may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Customer may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.
 - End users are prohibited from interfering with service to any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks.

CONTENT

Customer acknowledges that some content, products, or services available with or through the Services ("Content") may be offensive or may not comply with applicable laws. Customer understands that neither True802™ nor any of its affiliates attempt to censor or monitor any Content. Customer also acknowledges that neither True802™ nor any of its affiliates have any obligation to monitor Customer's use of the Service and, except as provided herein, have no control over such use. The Customer understands, however, that such Content may be subject to "caching" at intermediate locations on the Internet when being accessed through the Service. Customer assumes total responsibility and risk for access to or use of Content and Customer's use of the Service and the Internet. True802™ and its affiliates assume no liability whatsoever for any claims or losses arising out of or otherwise relating to Customer's access to or use of Content.

VIOLATIONS

True802™ considers the above practices to constitute abuse of the Service. True802™ may take any one or more of the following actions in response to a violation to this AUP:

- issue warnings: written or verbal;
- suspend Customer's account;
- terminate Customer's account;
- bill Customer for administrative costs and/or reactivation charges; and/or

- bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

True802™ always reserves all rights and remedies available to it with respect to any activities that violate this AUP at law or at equity.

REVISIONS TO THIS ACCEPTABLE USE POLICY

True802™ reserves the right to revise, amend, or modify this AUP, and True802™'s other applicable policies, if any, at any time and in any manner. Notice of any revision, amendment, or modification will be posted at

<http://www.true802.ca>