

## **Acceptable Use Policy (“AUP”)**

This AUP describes the acceptable use of and access to the Services and any devices and/or equipment used with the Service. By accessing or using the Services, the Client agrees to the terms of this AUP. If the Client violates this AUP or authorizes or helps others to do so, Activitel may suspend or terminate use of the Services immediately.

### **1. Definitions**

“Activitel Network” means any servers, services, applications, components, or other infrastructure owned and/or operated by Activitel.

“Designated Activitel Partner” is a third-party certified by Activitel to install and support the Activitel systems and Services.

“Local Calling Footprint” is the group of all rate centers in Canada except rate centers with the area 867(NWT, Yukon and Nunavut).

“Service” or “Services” means the IP based voice communication services Activitel provides to Client.

### **1. General**

Activitel may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Activitel’s reporting may include disclosing relevant Client information. Activitel will cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this AUP.

Activitel may, in its sole and absolute discretion, modify this AUP from time to time. If Client objects to any such changes, Client’s sole recourse shall be to cease using the Services. Continued use of the Services following any such changes shall indicate Client’s acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

### **2. Acceptable Use**

The Client shall not and shall not allow or enable anyone to:

- a) Use the Service for chat lines or long distance calls made using call forwarding and three-way calling features;
- b) Use the Service for call centre, call back, call sell (telemarketing) or debit card services;
- c) Use the Service for bulk faxing;
- d) Use the Service for a multi-party conference call or party lines;
- e) Use the Services in a manner that Activitel believes:
  - (i). Violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law (each a “Law”), including, but not limited to, the Digital Millennium Copyright Act, or those Laws concerning child pornography and illegal gambling;

- (ii). Is abusive, deceptive, pornographic, obscene, defamatory, slanderous, offensive, or otherwise inappropriate;
- (iii). Violates or otherwise encroaches on the rights of others, including, but not limited to, infringing or misappropriating any intellectual property or proprietary right of another;
- (iv). Advocates or induces illegal activity;
- (v). Stalks, harasses, or harms anyone, including minors;
- (vi). Impersonates any person or entity or otherwise misrepresents Client's affiliation with a person or entity;
- (vii). Modifies, alters, tampers with, repairs, or otherwise creates derivative works of any software included in the Services (except to the extent software included in the Services is provided to Client under a separate license that expressly permits the creation of derivative works);
- (viii). Except as allowed by local law, reverse engineers, disassembles, or decompiles the Services or software included in the Services;
- (ix). Accesses or uses the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas;
- (x). Interferes with or disrupts the Services or servers or networks connected to the Services;
- (xi). Uses any high volume automated means (including robots, spiders, scripts or similar data gathering or extraction methods) to access the Services or any other accounts, computer systems, or networks connected to the Services (each a "System");
- (xii). Attempts to gain unauthorized access to any portion of the Services or any System, whether through hacking, password mining, or any other means;
- (xiii). Violates the security or integrity of the Activitel Network, including, but not limited to:
  - Accessing or using the Activitel Network without permission, including attempts to probe, scan, or test the vulnerability of the Activitel Network
  - Breach any security or authentication measures used by the Activitel Network;
  - Monitoring data or traffic on the Activitel Network without permission;
  - Forging packet headers, or any part of a message describing its origin or route;
  - Uploading Content that contains viruses, worms, corrupt files, Trojan horses, or other forms of corruptive code, or any other content that may compromise the Services; or
  - Hacking, destabilizing, or adapting the Services, or altering another website to imply it is affiliated with the Services falsely;
- (xiv). Connects to any users, hosts, or networks where Client does not have permission to communicate with such users, hosts, or networks, including, but not limited to:
  - Monitoring or crawling the Activitel Network;
  - Conducting denial of service attacks;
  - Intentionally interfering with the proper functioning of the Activitel Network, including any deliberate attempt to overload a system by any means;
  - Operating network services like open proxies, open mail relays, or open recursive domain name servers; or
  - Using means (manual or electronic) to avoid any use limitations placed on the Services, such as access and storage restrictions;

- (xv). Distributes, publishes, sends, or facilitates unsolicited mass promotions, advertising, or solicitations, including commercial advertising and informational announcements;
- (xvi). Alters or obscures caller ID or assume another party's identity without the other party's explicit permission; or
- f) Use the Services to invade another person's privacy; appropriate another's personality; unlawfully promote or incite hatred;
- g) Post, transmit, distribute, disseminate, upload or download content which is unlawful, threatening, harassing, abusive, libelous, slanderous, defamatory or otherwise offensive or objectionable or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule or regulation;
- h) Use the Services to access any computer systems, software, data or any confidential, copyright protected or patent protected material or personal information of any other person without the knowledge and consent of such person, make unauthorized attempts to gain access to any account or computer resource not belonging to the Client (engage in "hacking", "spoofing", "phishing", "carding" or "pharming") or otherwise gain unauthorized access to, alter or destroy any information of another person by any means or device;
- i) Use the Services to upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material which is confidential, protected by copyright or other intellectual, property or proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder;
- j) Disrupt Activitel's Network, or the nodes or services thereof, or, directly or indirectly, use the Services to restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the use of the Services, including, without limitation, knowingly posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, cancelbot, Trojan horse or other harmful, debilitating or disruptive feature or engage in unauthorized linking or framing ("denial of service attack");
- k) Send any unsolicited communication (engage in "spamming"), including but not limited to sending large quantities of unwanted or unsolicited VoIP messages to individual e-mail or VoIP accounts (engage in "voice casting"), attempt to overload a system (engage in "flooding"), participate in broadcast attacks, interfere howsoever with Service to or by any user, host or network, engage in counterfeit, subterfuge or malicious activities (including "spam blogging"), make inappropriate postings to newsgroups, send false commercial messages or engage in any other abuse of e-mail or newsgroup servers or otherwise interfere howsoever with the provision by Activitel of any of its Services to any other of its customers;
- l) Obtain or attempt to obtain Services from Activitel or anyone else by any means or device with intent to avoid payment therefor;
- m) Sell, resell or make available the Services received from Activitel to any third party. The Client shall not permit any third party, other than the Designated Activitel Partner, to gain access to the application platform using the Client's credentials;
- n) Engage in any activities that deny, disrupt or misdirect Service to, or use of Service by, any end-user of Activitel;
- o) Engage in account sharing, including, without limiting the generality of the foregoing, permitting third parties to use the Client's account or password;

- p) Forge any part of an IP packet header;
- q) Violate any system or network security measures including engaging in unauthorized access or use of Activitel's or a third party's network, data or information;
- r) Use, intend or attempt to use, or allow the use of the Services contrary to any municipal, provincial, federal or international law, order, rule or regulation;
- s) Use any of the Services contrary to the decisions, orders, policies or other requirements of the Canadian Radio-television and Telecommunication Commission or of any other regulatory body with jurisdiction over the Services, Activitel or the Client; or
- t) Engage in any activity which Activitel advises the Client is, in the sole and unfettered discretion of Activitel, similar to any of the foregoing or is reasonably and generally regarded in the industry to be unacceptable use of the Services.

### **3. Fair Usage Policy**

Activitel reserves the right to either immediately suspend Client's Services and offer Client an alternative Service plan or terminate Client's Service if Activitel determines, in Activitel's sole and absolute discretion, that Client's use of the Service is, or at any time was, inconsistent with normal usage patterns or Client exceeds the fair usage limits. The fair usage limit is an average of 1700 minutes per month per user or per SIP session within the Local Calling Footprint. In addition, Client will be charged \$0.008/minute for usage above the fair usage limit in a given monthly billing cycle. As an example, if the Client has 10 SIP Sessions and uses 18,000 minutes in a given month within the Local Calling Footprint the Client has used an average of 1,800 minutes per SIP Session during the billing period. This is an excess of 100 minutes per SIP Session and 1,000 minutes for the overall account. The excess minutes within the Local Calling Footprint are subject to a one-time charge of \$8.00. Note that calls outside of the Local Calling Footprint are metered as per the calling plan definition.