

## **Key 2 Communications Inc. Acceptable Use Policy**

**Please read carefully before accessing and/or using the Key 2 Communications Inc. Web site and/or before opening an account with Key 2 Communications Inc.. By accessing, using this Web site or opening an account for Key 2 Communications Inc. services, you (users accessing this Web site and/or account holders) acknowledge that you have read, understand and agree to be bound by this agreement (including modifications), and will comply with all applicable laws. You also represent and warrant that you have full power and authority to execute this agreement and to perform the obligations herein.**

(For purposes of this Agreement, "You", "users", and "account holders" are used interchangeably, and where applicable).

### **Acceptable Use Policy ( "Policy" )**

#### **1 Investigations and Responsive Actions**

1.a You acknowledge that Key 2 Communications Inc. reserves the right to investigate suspected violations of this Policy. When Key 2 Communications Inc. becomes aware of possible violations, Key 2 Communications Inc. may initiate an investigation which may include gathering information from the account holder(s) involved and the complaining party, if any, and examination of any and all material on Key 2 Communications Inc.' Servers.

1.b During an investigation, Key 2 Communications Inc. may suspend the account(s) involved and/or remove the material involved from its servers.

1.c. If Key 2 Communications Inc. believes, in its sole discretion, that a violation of this Policy has occurred, it may take responsive action. Such action may include, but is not limited to, temporary or permanent removal of material from Key 2 Communications Inc.' servers, the cancellation of newsgroup posts, warnings to the account holder(s) responsible, and the suspension or termination of the account or accounts responsible.

1.d. Key 2 Communications Inc., in its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. Violations of this Policy may also subject the account holder(s) to criminal or civil liability.

#### **2 You are responsible for Your account**

2.a. You agree that You are responsible for use of Your account, with or without Your consent of use.

#### **3 Storage, Distribution and Transmission of Illegal and Prohibited Material**

3.a. While using Key 2 Communications Inc. Services, You are prohibited from and agree not to store, distribute or transmit any text, images, data, programs etc. ("Material") that are illegal. Examples of illegal Material include, but are not limited to, Material that is threatening coercive and/or harassing in nature, Material containing child pornography, and copyrighted, trademarked or other proprietary Material used without proper authorization. The account holder may not post, upload or otherwise distribute copyrighted, trademarked and or patented Material (Intellectual Property) on Key 2 Communications Inc.' servers without the consent of the owner of the Intellectual Property.

3.b. The storage, distribution, or transmission of illegal Material may subject the account holder(s) to criminal as well as civil liability, in addition to the actions outlined in this Policy.

3.c. You are strictly prohibited and agree not store or distribute certain other types of Material on Key 2 Communications Inc.' servers. Examples of prohibited Material include, but are not limited to, programs containing viruses or Trojans and tools to compromise the security of other sites.

#### **4 System and Network Security**

4.a. You agree not to attempt to circumvent user authentication or security, of any host, network, or account on the Key 2 Communications Inc. network or the Internet itself. Example of these tools include but are not limited to cracking utilities, port scanning utilities, D.O.S attack programs, or password guessing programs.

4.b. You agree not to attempt to seek information on, obtain copies of or modify files of other data or passwords belonging to other users without permission.

4.c. If the account violates this Policy, Key 2 Communications Inc. may publish an account holder's account information, to the maximum extent allowed by law, to a publicly accessible list/location, which will allow other Internet Service Providers to identify account holder(s) that abuse Internet privileges.

#### **5 System Resource and Utilization**

a. Key 2 Communications Inc. will use all commercially reasonable efforts to allocate system resources. As part of resource allocation, Key 2 Communications Inc. may limit, restrict or prioritize access to system resources, including CPU time, memory, disk space, session length, and number of sessions.

b. Key 2 Communications Inc. reserves the right to institute services and fees for account holders who are interested in accessing system resources above and beyond acceptable usage.

c. Key 2 Communications Inc. may, from time to time, delete unread mail in mailboxes which have not been checked in more than 6 months. Key 2 Communications Inc. assumes that mailboxes which have not been checked in the last 6 months can be considered dormant and that the messages contained within are unwanted

#### **6 System Abuse**

6.a System abuse is defined as any use of Key 2 Communications Inc. resources which disrupts the normal use of the system or Internet services for others. Examples of system abuse include, but are not limited to, attempting to disrupt the sessions of other Internet users, consuming excessive amounts of CPU time, memory or disk space, or otherwise affecting the performance of Key 2 Communications Inc. servers.

6.b. Key 2 Communications Inc. will log instances of abuse or unusual use of system resources, including but not limited to those stated herein, and take action as outlined in this Policy.

6.c. You agree that if you subscribe for Internet Services, which does not include the use of Static IP Addresses (such as Dial-up Internet Access or DSL Internet Access with a modem), You are prohibited from using automated operations and / or server applications requiring connectivity. Key 2 Communications Inc. Canada considers such actions abuse of Internet Services and as such Your account will be subject to disconnection or termination of Internet Service without notice.

6.d. You agree to only make use of Key 2 Communications Inc. system resources while logged

in. The sole exceptions to this policy are e-mail filters, which process and sort mail as it arrives.

## **7 Passwords**

7.a. Key 2 Communications Inc. personal dial-up accounts are for Individual use only. You agree not to share passwords or accounts with other Individuals. Account Holders of business accounts, or of accounts that expressly permit multiple users, and who pay the enhanced rates for these services, may share passwords and access with Individuals associated with their account.

7.b. You agree to assume all risks and liability for sharing Your account password with others or allowing use of Your account by others.

7.c. You are responsible for Your dial-up account and the security of Your password. Secure passwords are a minimum of 6 characters long, contain letters of mixed case and non-letter characters, and cannot be found in whole or in part, in normal or reverse order, in any dictionary of words or names in any language. You are responsible for changing Your password regularly.

7.d. Key 2 Communications Inc. staff may monitor the security of your passwords at any time. If You have an insecure password, You may be directed to change the password to one that complies with the above rules. If You repeatedly choose insecure passwords, You may be assigned a password by Key 2 Communications Inc.. Continued failure to maintain password security may be grounds for account termination.

## **8 Usenet - Newsgroups**

8.a. Key 2 Communications Inc. reserves the right to discontinue access to any Usenet newsgroup at any time for any reason. Key 2 Communications Inc. will investigate complaints regarding posts containing illegal Materials and/or posts of inappropriate Material to Usenet by accountholders and may, in its sole discretion, take action based on the rules stated herein. Criteria for determining whether a post is inappropriate include, but are not limited to, the written charter/FAQ of the newsgroup(s) in question, the established Usenet conventions outlined herein, the system resources consumed by the posting, and applicable laws.

8.b. If a post is found to violate this Policy and/or contains illegal Material, Key 2 Communications Inc. will require that the post be moved to a more appropriate forum (if any), or take action as outlined herein.

8.c. Usenet news articles posted using Key 2 Communications Inc. services must comply with the written charter/FAQ of the newsgroup to which they are posted. If a newsgroup does not have a charter or FAQ, its title may be considered sufficient to determine the general topic of the newsgroup.

8.d. You are responsible for determining the rules of a newsgroup before posting to it.

8.e. Established Usenet conventions ("Netiquette") prohibit advertising in most Usenet newsgroups. You agree to post advertisements only in those newsgroups that specifically permit them in the charter or FAQ. Some newsgroups may permit "classified ads" for single transactions between private Individuals, but not commercial advertisements. You are responsible for determining whether or not a newsgroup permits advertisements before posting.

8.f. Netiquette prohibits certain types of posts in most Usenet newsgroups. Types of prohibited posts include chain letters, pyramid schemes, encoded binary files, job offers or listings, and

personal ads. You may post these types of messages only in newsgroups that specifically permit them in the charter or FAQ (if any). You are responsible for determining whether or not a newsgroup permits a type of message before posting.

8.g. You are prohibited from and agree not to alter the headers of posts to Usenet to conceal their e-mail address or to prevent other account holders from responding to posts.

8.h. You may not use Key 2 Communications Inc. resources to cancel articles that they did not post. Only the poster of a Usenet article or Key 2 Communications Inc. has the right to cancel the article. The sole exception to this rule is for moderators of formally moderated newsgroups; the moderator of a newsgroup may cancel any articles in a newsgroup he/she/it is moderating.

8.i. You are prohibited from and agree not to attempt to disrupt Usenet newsgroups. Disruption is defined as posting a large number of messages to a newsgroup that does not contain substantive content, to the extent that normal discussion in the group is significantly hindered. Examples of disruptive activities include, but are not limited to, posting multiple messages which does not contain text in the body of the message, posting messages that are abusive or derogatory in nature, posting messages that are illegal, or posting many follow-ups to messages without new text.

8.j. You agree not to engage in any practices which may, in Key 2 Communications Inc.' sole discretion, interfere with other users' use and enjoyment of newsgroups or the Internet in general.

8.k. You agree to pay a \$1.00 clean-up fee for each and every individual bulk unsolicited commercial post sent via Your account posted to unrelated newsgroups. This also includes, but is not limited to, any postings containing pornographic, moneymaking schemes, or web promotion services. If these charges go unpaid after a period of 30 days, the charge will be put into collections. Key 2 Communications Inc. reserves the right to take legal action at any time to claim payment from account holders.

8.l. If the account violates this Policy, Key 2 Communications Inc. may publish an account holder's account information, to the maximum extent allowed by law, to a publicly accessible list/location, which will allow other Internet Service Providers to identify all account holders that abuse Internet privileges.

## **9 Email Use**

9.a. Key 2 Communications Inc. will investigate complaints regarding e-mail and may take action as set out in the Policy, if, in its sole discretion, an e-mail message is found to be in violation of this Policy or applicable laws

9.b. You acknowledge and agree that in an effort to protect customers against spam e-mail, Key 2 Communications Inc. limits email sent in a single email to a maximum of 100 recipients.

9.c. You agree not send e-mail to any user who does not wish to receive it, either to an account holder in Key 2 Communications Inc.' Network or otherwise. You agree to refrain from sending further e-mail to a user after receiving a request to stop.

9.d. You agree to send advertising Material only to addresses that have specifically requested such Material. You are prohibited from sending unsolicited advertising mailings, whether commercial or informational in nature. Key 2 Communications Inc. will not forward mail of accounts terminated for bulk mailing or unsolicited advertising.

9.e. You agree not to send chain letters. Chain letters are unsolicited by definition and may not be propagated by using Key 2 Communications Inc. Services.

9.f. You agree not send, propagate, or reply to mail bombs. Mail bombing is defined as either emailing copies of a single message to many account holders, or sending large or multiple files or messages to a single user with malicious intent.

9.g. You agree not alter the headers of email messages to conceal their email address or to prevent account holders or other email users from responding to messages.

9.h. Violations of any of the Key 2 Communications Inc. policies outlined in this document may result in massive numbers of e-mail responses. If a Key 2 Communications Inc. account holder receives a large volume of email which results in affecting Key 2 Communications Inc.' resources , Key 2 Communications Inc. staff may shut down the account holder's mailbox.

9.i. You agree to pay a \$1.00 clean-up fee for each and every individual bulk unsolicited commercial email sent via account holder's account. This clean-up fee also includes any and all pornographic and adult related mass emailing. If this charge goes unpaid, it will be put into collections within 30 days. Key 2 Communications Inc. reserves the right to take legal action at any time in order to claim the payment from the account holder.

9.j. Key 2 Communications Inc. reserves the right to publish an account holder's account information to the maximum extent allowed by law, to a publicly accessible list/location if the account violates this Policy, which will allow other Internet Service Providers to identify all account holders that abuse Internet privileges.

9. k. In an effort to protect customers against spam e-mail, Key 2 Communications Inc. may use computerized filters and may flag and or delete some messages identified as spam prior to the message reaching Your Inbox. You also acknowledge and agree that any messages deleted this way cannot be retrieved.

9.l. In an effort to protect customers against email-borne viruses, Key 2 Communications Inc. may use computerized filters and will automatically and without warning delete any message which contains a virus. You also acknowledge and agree that any messages deleted in this way cannot be retrieved.

9.m. You understand that we may disclose the contents of spam email messages to third parties for use in identifying, blocking and filtering further unsolicited email.

9.n. Despite our efforts to protect customers against spam e-mail and e-mail borne viruses, Key 2 Communications Inc. does not guarantee the effectiveness of any filters to protect you from all spam and does not guarantee the effectiveness of any filters to protect customers from viruses.

9.o. You agree to waive any claims against Key 2 Communications Inc. in connection with the anti-spam and anti-virus service. Without limiting the generality of the foregoing, claims include any claims based upon the deletion, misdirection or delay of your email and loss of, damage to, your records or data.

## **10 Personal Web Pages within Key 2 Communications Inc. Domain**

10.a. You agree that You are solely responsible for the content of Your Personal Web Page.

10.b. You are prohibited from and agree not to have pornographic and illegal Material present on your Personal Web Page on Key 2 Communications Inc. Domain. Any pornographic and

illegal Material present on Personal Web Pages are strictly prohibited and will be removed upon detection. At the sole discretion of Key 2 Communications Inc., one warning will be sent to the account holder. If pornographic and/or illegal Material is found again, the account will be terminated and cancelled without further notice and the Personal Web Page will be permanently removed. No refunds or exchanges are offered, and there are no exceptions to the above.

10.c. Key 2 Communications Inc. reserves the right to remove any Web Page on Key 2 Communications Inc.' servers, at any time and for any reason.

10.d. Key 2 Communications Inc. will investigate complaints regarding inappropriate Material on Personal Web Pages within the Key 2 Communications Inc. domain and may, in its sole discretion, require that the Material be removed or take action as outlined in this Policy. Criteria for determining whether a page is inappropriate include, but are not limited to, the system resources consumed by the page, copyright violations and applicable laws.

10.e. You agree not use World Wide Web pages within or outside the Key 2 Communications Inc. domain to violate any part of these Guidelines, or to attempt to disrupt the pages or Internet experiences of other users.

## **11 IRC (Internet Relay Chat)**

11.a. You acknowledge that any user in IRC may create a channel and hold operator privileges, and any user with operator privileges on a channel may remove anyone else from that channel. Channel operators are not agents of Key 2 Communications Inc., and are in no way compensated or supervised by Key 2 Communications Inc., with the exception of the operators of official Key 2 Communications Inc. channels used for the sole purpose of customer support or communication between Key 2 Communications Inc. employees.

11.b. Key 2 Communications Inc. will respond to complaints of inappropriate behavior or illegal behaviour in IRC, and may, in its sole discretion, take action based on the based on the rules stated herein and applicable laws. If, in Key 2 Communications Inc.' sole discretion, the account holder's behavior is found to violate any of Key 2 Communications Inc.' IRC policies, or involve illegal behaviour, Key 2 Communications Inc. may take action as outlined in this Policy.

11.c. You are prohibited from and agree not engage in "flooding". Flooding is defined as deliberately repeating actions in quick succession in order to fill the screens of other accountholders with text.

11.d. You are prohibited and agree not send or relay "flash" messages via any medium, including IRC. A flash is a message that contains control code information designed to disrupt a user's terminal emulation or session.

11.e. You are prohibited from and agree not to engage in "hacking" or attempt to gain operator privileges ("Ops") for a channel without the permission of the current holder(s) of Ops (if any) on that channel. Each IRC channel is controlled by one or more account holders with Ops. The holder of Ops on a channel has the ability to remove any other user from that channel, temporarily or for as long as the channel exists. Hacking is defined as manipulation of IRC servers in order to harass or disconnect other account holders, or forcible seizure of Ops on a channel for purposes of disruption or harassment.

11.f. The holder of Ops on a channel has the right to remove any account holder he/ she/it considers offensive. Users who are removed have the option to move to another channel or create a channel of their own, where they hold Ops. You agree not attempt to return to a channel after being banned from it.

11.g. Any user has the ability to screen out messages from a user they find objectionable, using the "ignore" command. Key 2 Communications Inc. You agree not attempt to continue sending private messages to a user after being ignored.

11.h. Account holders may adopt any available nickname for use in IRC; however, the /whois command can be used to discover the username and hostname of any IRC user. You agree not attempt to disguise Your username or hostname in order to impersonate other account holders.

## **12 Transfer Rate**

12.a. Account Holder's accounts which are generating transfers that surpass the limit or which consume an excessive percentage of Key 2 Communications Inc.' FTP resources, will receive a warning from Key 2 Communications Inc.. Continued excessive use of Key 2 Communications Inc.' FTP resources may result in suspension or termination of the account.

## **13 Account Usage**

13.a. Your access to the Key 2 Communications Inc. network UNLESS SPECIFICALLY or OTHERWISE STATED, for intermittent dial-up access only.

13.b. You are prohibited from and agree not re-sell, re-distribute, or lease a connection without our prior written consent from Key 2 Communications Inc..

13.c You agree to remain online only if You are actively involved in Internet usage. You agree not to stay online while idle, and are prohibited from using software or devices which prevent a time-out process from occurring while not interactive. Key 2 Communications Inc. strictly bans and prohibits the usage of bots, pingers, timed events or any other software that is used to interfere in any way with idle-time detection process by Key 2 Communications Inc..

## **14 Policy Violations and Enforcement**

14.a. If an account holder is found to be in violation of this Policy the account holder will be issued a warning (via email, or phone). After a second violation, the user's account will be locked and/or terminated permanently.

14.b. Key 2 Communications Inc. reserves the right to terminate any account that is found to be in violation of this Agreement. These violations include but are not limited to bulk email, UCE, spamming, or bulk Usenet postings.

## **15. Domain Name Services - Additional Terms and Conditions**

15. a. "Primary and/or secondary domain name services (DNS)" Product bundles which include primary and secondary domain name services (DNS) are limited to one (1) domain name. Key 2 Communications Inc. Canada DNS servers will act as Primary and Secondary name server for the customer's chosen domain name. Hosting of additional domain names will incur additional charges.