



ACCEPTABLE USE POLICY

PURPOSE

TeraGo's Acceptable Use Policy ("AUP") governs the use of all products and services (collectively referred to as the "Services") offered by TeraGo and/or its subsidiaries and provided to the Customer. All users of the Services including a Customer of TeraGo, a Customer's end users, employees, agents and contractors (collectively, "Users") must comply with this AUP. Unless otherwise defined herein, all capitalized terms used herein have the meanings ascribed to them in the Master Services Agreement.

TeraGo supports the free flow of information and ideas over the Internet and does not actively monitor use of internet services under normal circumstances. Similarly, TeraGo does not exercise editorial control over the content of any website, electronic mail transmission, news group, or other material created or accessible over or through the Services, except for certain proprietary websites. However, TeraGo reserves the right to monitor any and all communications and activity through or with the Services to ensure adherence to the terms and conditions of this AUP. TeraGo may from time to time disclose any information concerning the User required by the Customer or that is necessary to satisfy any law, regulation or lawful request or as is necessary to operate the Services or to protect itself or others. TeraGo may cooperate with law enforcement or the appropriate legal authorities in investigations of claims of illegal activity involving the Services or any Users thereof and to respond to any violations of this AUP to the extent permitted under applicable law.

PROHIBITED CONDUCT

Customers, Users and Visitors are prohibited from engaging in the following conduct while using the Services:

- (a) Illegal Use - transmit by email, uploading, downloading, posting, or otherwise (collectively, "Transmit") any material 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 (including Canada's anti-spam legislation), or any rules or regulations promulgated thereunder;
- (b) Harm to Minors - harm, or attempt to harm, minors in any way;
- (c) Threats - Transmit any material that threatens or encourages bodily harm or destruction of property;
- (d) Tortious or Actionable Activity - Transmit information that constitutes slander, libel or defamation, publicizes the personal information or likeness of a person without that person's consent or otherwise violates the privacy rights of any person;
- (e) Harassment - Transmit any material that harasses another;

- (f) Fraudulent Activity - 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”;
- (g) Subversion of System, Facilities or Equipment - subvert, evade or assist others in subverting or evading, the security or integrity of any of TeraGo’s or its other customer’s systems, facilities or equipment;
- (h) Forgery or Impersonation - adding, removing or modifying network header or identity information in an effort to deceive or mislead, or impersonate;
- (i) Unsolicited Commercial Email/Unsolicited Bulk Email - 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;
- (j) Unauthorized Access – access or attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of TeraGo’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;
- (k) Export of Information - export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside Canada without first complying with all export control laws and regulations which may be imposed by the Canadian Government or any country or organization of nations within whose jurisdiction Customer operates or does business;
- (l) Copyright or Trademark Infringement - Transmit any material 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;
- (m) Collection of Personal Data - collect or attempt to collect, personal information about third parties without their knowledge or consent;
- (n) Reselling the Services - resell the Services without TeraGo’s written authorization;
- (o) Disruptions and Unfriendly Activity - any activity that is directly or indirectly caused by the Customer or has occurred as a result of a lack of appropriate protections put in place by the Customer which adversely affects the ability of other people or systems to use TeraGo’s Services or has or will subject TeraGo to potential liability, including any “distributed denial of service” (DDoS) attacks against another network host or individual user, interference with or disruption of other users, Services or Equipment;
- (p) Account Sharing – engage in account sharing, including, without limitation, permitting third parties to use Customer’s Service account and password; and
- (q) Harmful Messages –Transmit any information or software which contains a virus, “cancelbot”, “Trojan horse”, “worm” or other harmful or disruptive component.



FAIR USE OF VOICE SERVICES

Customers that contract for TeraGo's Voice Services are responsible for fair use of the service and shall not engage in fraudulent or excessive usage of the service (such determination to be made solely by TeraGo). Voice Services are meant for typical business use which TeraGo defines as reasonable call usage (for example, a balance of aggregate inbound and outbound calls on a monthly basis) and reasonable fax usage. TeraGo reserves the right to charge an explicit rate for Long Distance calls to Canadian Independents (including 867) if it exceeds 3% of total monthly Canadian minutes, to USA Independents (including 808 and 907) if it exceeds 30% of total monthly USA minutes, whether the minutes are part of a package or not. Voice calls have a maximum duration of four (4) hours per call, after which time the call may be disconnected. Unlimited plans are subject to a reasonable use aggregated limit (excluding incoming, VoIP to VoIP and internal calls) of 3000 minutes per month. The use of outbound auto dialers, predictive dialing software is NOT permitted unless specifically approved by TeraGo in writing.

VOICE SERVICES - DIRECTORY LISTING POLICY

Unless made by written request, TeraGo will not list any information with any directory listing service. Upon written request from a Customer and within 5 business days of such request, TeraGo will:

- List the SIP pilot number and company name (as it appears in the Voice Order Form) with 411.ca and/or white pages; or
- List additional numbers and details with 411.ca and/or white pages.

Note that the white pages books and similar directories are published once a year and therefore TeraGo cannot guarantee that submission of details will meet the current annual publishing deadline. TeraGo shall not be responsible for any errors in transmittal of details to any listing directory.

INTERNET BASED HOSTING

Customers that contract with TeraGo's hosting services are responsible for the content provided via their service. Customers are responsible for obtaining all required legal permissions for the use of such content. Customers are responsible for the publication of any defamatory, pornographic, confidential, secret or proprietary material posted on their web-site. TeraGo reserves the right to refuse and disable service, in whole or in part, that violates this AUP from any TeraGo server without notice. Customers are expected to check any content and configurations on their service for security risks. Customers are responsible for any loss of information or down time as a result of not checking for these types of security risks.



CONSEQUENCES OF VIOLATIONS

TeraGo considers the above-listed uses of the Services under “Prohibited Conduct” to constitute a violation of this AUP and a breach of the Master Services Agreement. At its sole discretion, TeraGo may take any one or more of the following actions or remedies in response to a violation to this AUP:

- Issue warnings: written or verbal;
- Cancel a request for Services;
- Suspend or terminate a Service(s) and/or the Master Services Agreement;
- Temporarily block Service(s) to Customer premises;
- Remove any materials on any website, electronic mail transmission, news group, or other material created or accessible over or through the Services;
- Cooperate with law enforcement or the appropriate legal authorities in investigations of claims of illegal activity involving the Services or any Users thereof;
- Invoice Customer for administrative costs and/or reactivation charges;
- Bring legal action to enjoin violations and/or to collect damages caused by violations; and/or
- Enforce any rights and take any other remedies available to it under the Master Services Agreement, at law or in equity.

REPORTING VIOLATIONS

TeraGo encourages Users to report violations of this AUP to TeraGo at the following email address: abuse@terago.ca.

REVISIONS TO THIS ACCEPTABLE USE POLICY

TeraGo reserves the right to revise, amend or modify this Acceptable Use Policy from time to time. It is the responsibility of the Customer to access and inform itself, from time to time, as to the provisions of this Acceptable Use Policy. This Acceptable Use Policy is posted on TeraGo’s website at <https://terago.ca/company/legal/>. The Customer acknowledges having read and accepted this Acceptable Use Policy.