

# BITNETS Service Agreement

## Acceptable Use Policy

### Definitions

"We" refers to BITNETS Inc. (hereinafter referred to as BITNETS), its directors, employees and affiliates.

"Service" refers to the services provided by BITNETS and subscribed to by you and may include, but is not limited to, Hosting and Consulting services.

"You" refers to the person or organization that uses or subscribes to the Service provided by BITNETS. If the Service is re-sold, "You" refers to both the end-user and the reseller, jointly and severally.

### General

The Service provided by BITNETS to you is subject to the Acceptable Use Policy (AUP) set out in this document. This document supplements the Terms and Conditions of Service. You undertake to ensure unqualified acceptance of this AUP by the end-user, if you are a reseller. Your use or re-sale of the Service confirms your unqualified acceptance of the AUP set out in this document.

We have the right to change or modify at any time, the AUP applicable to your use of the Services, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice by us, which may be given by any means including, but not limited to, posting on our website, or by electronic or postal mail. Your use of the Services after such notice shall be deemed to confirm your acceptance of such changes, modifications or additions.

Services may be used for lawful purposes only. Transmission or storage of any information, data or material in violation of both Canadian and International law including but not limited to the law of the Country, State/Province or City in which your designated billing address and any users of the Service are located is prohibited. This includes, but is not limited to: copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secrets and other statutes.

NOTE: Pornography and sex-related merchandising is prohibited. BITNETS will be the sole arbiter as to what constitutes a violation of this provision.

NOTE: Spamming, or the sending of unsolicited e-mail, whether this be commercial in nature or otherwise, and/or mass mailing from a BITNETS provided service and/or using an e-mail address or domain name in a spam where such e-mail address or domain name is maintained by BITNETS, is STRICTLY prohibited. BITNETS will be the sole arbiter as to what constitutes a violation of this provision.

Without limiting the generality of the foregoing, you shall not do, nor permit any other users or other third parties to do, any of the following:

1. disclose private communications or disclose confidential information without permission to parties other than the intended recipient;

2. restrict or inhibit any other user from using and enjoying the Internet;
3. post or transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, pornographic, or profane information of any kind, including without limitation any transmissions encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, provincial, state, national or international law.
4. impersonate another person when posting or transmitting messages;
5. choose a user name for your e-mail address which is protected by copyright, or other intellectual property right, without obtaining permission of the copyright or other right holder;
6. choose a user name for your e-mail address which is libellous, defamatory, obscene, threatening, abusive or hateful;
7. post or transmit any information or software that you are aware contains a virus, worm, or other harmful component;
8. upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Internet which is protected by copyright or other proprietary right, without obtaining the permission of the copyright owner or right holder;
9. falsify user information provided to us or to other users of the Service in connection with the use of our Service;
10. create excessive traffic due to improper use, including, without limitation, causing mail loops or re-tries;
11. engage in account sharing, including, without limitation, permitting third parties to use your account and password;
12. engage in unreasonable use, including, without limitation, being connected too often or for excessive periods of time;
13. unauthorized attempts to use or gain access to any account or computer resource not belonging to you;
14. use any means or device to obtain, or attempt to obtain, the Services with the intent to avoid the applicable charges;
15. use any means or device to gain unauthorized access to, alter, or destroy (or any attempt thereof) the data or information of any other customers and/or their end users;
16. engage in any activities that will cause a disruption of the Services (e.g. synchronized number sequence attacks) to other users and/or their end-users;
17. engage in any activities that will damage the systems of, or cause a disruption of Internet services to, third parties;
18. spamming or other advertising that is objectionable to us in our sole discretion, including, without limitation, sending unsolicited mass e-mailings to more than five (5) e-mail users, if such unsolicited e-mailings provoke complaints from the recipients, or posting a single article or advertisement to more than five (5) Usenet or other news groups or forums;
19. posting to any Usenet or other news group, forum, e-mail mailing list or other similar group or list, articles which are off-topic according to the Charter or other published FAQ, or description of the group or list;
20. use the Services in any manner so as to harass, threaten, abuse, embarrass, or cause distress, unwanted attention, or discomfort to any person or entity;
21. use the Services to post or transmit any chain letter, or letters or messages that offer a product or service based on the structure of a chain letter;
22. engaging in any of the foregoing activities using the service of another access provider, but channelling such activities through a BITNETS account or re-mailer, or using a BITNETS account as a mail drop for responses; and
23. use the Services in violation of the law, or in aid of any unlawful act, or to interfere with the use and operation of our network.

## E-mail Forwarding

You may not set up automatic e-mail forwarding to forward e-mail from another e-mail address to your BITNETS provided e-mail address or mailbox. This includes but is not limited to e-mail addressed to your domain hosted elsewhere and forwarded to your BITNETS provided mailbox. We reserve the right to deploy technological measures to ensure compliance.

## Outgoing E-mail

You may not use the Service for sending e-mail without the prior written approval of BITNETS. You are required to use your Internet connection provider's SMTP server for outgoing e-mail. You may use your BITNETS provided e-mail address as the sender address for outgoing e-mail at your own risk. BITNETS has no role in outbound delivery of your e-mail, so using a BITNETS provided e-mail address might cause delivery failures. We recommend you use your Internet connectivity provider-dependent e-mail address as the From: address and use your BITNETS provided e-mail address as the Reply-To: address when sending out e-mail.