

# AccessInternet ADDITIONAL TERMS OF SERVICE

In addition to the General Terms of Service, the following Terms of Service apply to the provision of Internet Service.

## COMPUTER EQUIPMENT REQUIREMENT

You are responsible for ensuring that your computing equipment meets the minimum equipment requirement identified by Access Communications, as may be amended from time to time.

## SERVICES PROVIDED

The equipment provided by Access Communications ("Equipment") will provide Customers with one or more of the following, collectively called the Services:

- a. Internet access;
- b. Email addresses;
- c. Web space on the Access Communications World Wide Web Server.

The Customer acknowledges that the Customer may incur charges while using the Service. For example, charges may be incurred as a result of accessing certain information, or purchasing or subscribing to certain offerings, via the Service. The Customer agrees that all charges, including all applicable taxes, shall be paid by the Customer and are not the responsibility of Access Communications.

## PROHIBITED USES OF SERVICE

The Customer shall not use the Equipment or Services to directly or indirectly:

- a. Invade another person's privacy;
- b. Unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content which is unlawful, threatening, abusive, libelous, slanderous, defamatory, or otherwise offensive or objectionable;
- c. Unlawfully promote or incite hatred;
- d. Post, transmit or disseminate objectionable information, including, without limitation, any transmissions constituting 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 or regulations;
- e. Access any Computer, software, data or any confidential, copyright protected or patent protected material of any other person, without the knowledge and consent of such person;
- f. Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or rightholder;
- g. Copy, distribute or sublicense any software provided by Access Communications, except that the Customer may make one copy of each software program for back-up or archival purposes;
- h. Alter, modify or tamper with the Equipment or Services;
- i. Restrict, inhibit or otherwise interfere with the ability of any other person to use the Services or the Internet, including, without limitation, posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, trojan horse or other harmful or debilitating feature; or generating levels of traffic sufficient to impede others' ability to send or retrieve information; or probing another computer for open ports without the owner's permission;
- j. Disrupt the Access Communications network or services or cause a third party to do so;
- k. Resell the Service without a business package that explicitly permits you to do so.
- l. Use the Service for operation of an Internet Service Providers' business or for any other business enterprise in competition with any service offered by Access Communications; or
- m. Use the Equipment or Services in a way which results in spamming.

**ENGAGING IN ONE OR MORE OF THESE ACTIVITIES WILL RESULT IN ACTION UP TO AND INCLUDING IMMEDIATE TERMINATION OF THIS AGREEMENT WITHOUT NOTICE OR RECOURSE. THIS SECTION SHALL NOT IN ANY WAY LIMIT ACCESS COMMUNICATIONS' RIGHTS OF TERMINATION PURSUANT TO OTHER SECTIONS OF THIS AGREEMENT OR OF THE ACCESS COMMUNICATIONS GENERAL TERMS OF SERVICE.**

## BANDWIDTH

The Customer must ensure that their activity while using the Services does not improperly restrict, inhibit or degrade any other customer's use of the Services, nor represent (in the sole judgment of Access Communications) an unusually large burden on the network itself, such as, but not limited to, peer to peer file sharing programs, serving streaming video or audio, mail, http, ftp, irc, dhcp servers, and multi-user interactive forums. In addition, the Customer must ensure that their activities do not improperly restrict, disrupt, inhibit, degrade or impede Access Communications' ability to deliver the Services and monitor the Services, backbone, network nodes and/or other network services. Access Communications reserves the right to set specific limits for Bandwidth Usage, enforce those limits and charge for excessive Bandwidth Usage for Services at any time.

## PERSONAL PAGES

Customer may create personal pages on Access Communications' World Wide Web server (the "Site") on which the Customer can conceive, design, create, maintain, and publish texts, diagrams, illustrations, audio clips and related materials (the "Content") for access by a global audience. It is the Customer's responsibility to regulate and control Content.

The Customer represents, warrants and covenants that the Content on the Site is suitable for publication on the Customer's personal page, is not libelous or defamatory, does not breach the intellectual property rights (including, without limitation, copyright) of any third party, and complies with all laws, regulations, court orders and other legal requirements. The Customer acknowledges and agrees that, while Access Communications has no obligation to evaluate any Content or ensure the appropriateness or legality of such Content, Access Communications may decide to suspend or delete a Customer's personal page without notice or consent, if you violate this Agreement. In addition, Access Communications may, in its sole discretion and in addition to such other actions as Access Communications may determine to be appropriate in the circumstances:

- a. issue a warning to the Customer;
- b. suspend access to some or all Services; or
- c. terminate this Agreement.

## ACCESS COMMUNICATIONS' RIGHTS

Access Communications has no obligation to monitor Service content. However, the Customer acknowledges and agrees that Access Communications has the right to monitor content electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate properly, or to protect itself or its subscribers. Access Communications reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement. Access Communications reserves the right to monitor all devices attached to its network, including customer equipment, via port-scans or any other non-intrusive means, in order to maintain the security of the network. Access Communications also reserves the right to filter network traffic by port number in order to increase network security.

## ACCESS COMMUNICATIONS' RETENTION OF RIGHTS

Nothing contained in this Agreement shall be construed to limit Access Communications actions or remedies in any way with respect to any of the foregoing activities, and Access Communications reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

## BACK-UP REQUIREMENTS

The installation, use, inspection, maintenance, repair and removal of the Equipment may result in service outages or potential damage to the Customer's Computer. Access Communications recommends that the Customer back-up all existing Computer files by copying them to another storage medium prior to installation of the Equipment. Access Communications shall have no liability whatsoever for any damage to or loss or destruction of any of the Customer's software, files, data, or peripherals.

The customer also accepts full responsibility for maintaining backup copies of all files and data stored on Access Communications' equipment, such as e-mail messages and data posted to personal pages.

## VIRUSES

Software or other content accessed or downloaded using the Services may contain a virus, lock, key, bomb, worm, Trojan horse, or other harmful or debilitating feature. Access Communications shall have no liability whatsoever for any damage to or loss or destruction of any Customer software, files or data resulting from any virus, lock, key, bomb, worm, trojan horse or other harmful or debilitating feature within software or other content accessed or downloaded by the Customer.

## NO ACCESS COMMUNICATIONS LIABILITY FOR CONTENT

The Customer should be aware that there is some content on the Internet or otherwise available through the Services which may be offensive to some customers, or which may not be in compliance with all local laws, regulations and other rules. Access Communications assumes no responsibility for and exercises no control over the content contained on the Internet or otherwise available through the Services. In particular and without limiting the generality of the foregoing, Access Communications neither censors nor monitors the legality of any such content. All content accessed and used by the Customer is done so at the Customer's own risk, and Access Communications shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content by the Customer.

## NO ACCESS COMMUNICATIONS LIABILITY FOR UNAUTHORIZED ACCESS

The Customer acknowledges that there are inherent risks associated with being connected to the Services, including the ability of other users of the Internet to access the Customer's computing devices and data transmissions without the Customer's knowledge. The Customer accepts full responsibility for implementing mechanisms to prevent unauthorized access to the Customer's computing devices, files contained thereon and data transmitted using the Services. Access Communications shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to unauthorized access to the Customer's computing devices, files contained thereon and data transmitted using the Services.