

PART I – KEY THEMES

Metro Loop, a division of Xplornet Communications Inc., (“Supplier”) Services must be used for lawful purposes only.

Customer shall not invade another’s privacy.

Customer shall not transmit: copyright material without consent of the copyright owner; material legally judged to be threatening or obscene; third party material protected by trade secret.

Customer may not circumvent user authentication or security of any host, network, or account.

Customer agrees to not, through its own operations, cause disturbances, outages or other problems which may affect Supplier’s network or network based equipment, or which may adversely affect Supplier’s ability to provide Services.

Supplier reserves the right to, at its sole determination and without notice, remove any material or data and to block the use of the network for one or more users when their use or purpose does not meet the Acceptable Usage Policy (“AUP”).

PART II – COMPLETE ACCEPTABLE USAGE POLICY

For purposes of this AUP, a Customer is defined to include the organization with which Supplier has a Network Services Agreement or contract. A Customer shall also be responsible for the Services use of any subsidiaries, affiliates, partners, suppliers, and otherwise clients that directly or indirectly utilize Supplier supplied Services provided to the Customer. The Customer shall not and shall not allow:

- i) use the Services to invade another person’s privacy; appropriate another’s personality; unlawfully promote or incite hatred; unlawfully use, possess, post, transmit or disseminate obscene, profane, hate or pornographic material;
- ii) post, transmit, distribute or disseminate 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 or regulation;
- iii) use the Services to access any computer systems, software, data or any confidential, copyright protected or patent protected material 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 Customer (i.e. engage in “spoofing”) or otherwise gain unauthorized access to, alter or destroy any information of another person by any means or device;
- iv) 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;
- v) disrupt the Supplier’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 products or services of the Supplier or the Internet, including, without limitation, knowingly posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, malicious bot, Trojan horse or other harmful, debilitating or disruptive feature or engage in unauthorized linking or framing;
- vi) greater than 254 Customer local MAC addresses per 10/100/1000 Base-T access interface. Supplier recommends that customers use a router or layer 3 switch/router in order to optimize the Customer’s connection. Supplier may support additional customer MAC address requirements if requested in special circumstances;
- vii) send unsolicited e-mail (i.e. engage in “spamming”), send large quantities of unwanted or unsolicited e-mail to individual e-mail accounts (i.e. engage in “mail bombing”), make inappropriate postings to news groups, send false commercial messages or any engagement in any other abuse of e-mail or news group servers;
- viii) obtain or attempt to obtain products or services from the Supplier or anyone else by any means or device with intent to avoid payment therefore;
- ix) unless permitted by the Agreement, make, directly or indirectly, any of the products or services received from the Supplier available to any third party. The Customer shall not permit any third party to gain access to the termination equipment of either the Supplier or the Customer for the purpose of obtaining access to the Supplier’s network for the purpose of obtaining any of the products or services of the Supplier, whether directly or indirectly;
- x) engage in any activities that deny or disrupt service to any customer or end-user of the Supplier;
- xi) engage in any activity that the Supplier may hereafter advise is unacceptable use of the Services; or
- xii) use any of the Services contrary to the decisions, orders, policies or other requirements of the Canadian Radio-television and Telecommunication Commission or other regulatory bodies with jurisdiction over the Services.

If the Customer is at any time in breach of the requirements of this paragraph, the Supplier may immediately and without notice, and in addition to all other rights and remedies under their agreement and at law and in equity, suspend the supply of any or all Services to the Customer.

Any such suspension of the supply of Services shall not constitute a termination of the Service Agreement and shall not excuse the Customer from liability to make the payments to the Supplier required by the Service Agreement during the period that the provision of the Services to the Customer is suspended. The supply of Services pursuant to the Service Agreement shall resume upon the Customer no longer being in breach of the requirements of this paragraph and the payment by the Customer to the Supplier of any and all costs of the Supplier to suspend and restore service and a reinstatement charge.

Continued breach of the requirements of this AUP may result in termination of the Service Agreement pursuant to the provisions of the General Commercial Terms and Conditions.

The AUP is subject to change. To report a suspected breach of this AUP, please contact support@metroloop.net.