

## COGECO CABLE HIGH SPEED INTERNET SERVICE ACCEPTABLE USE POLICY

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By using the High-Speed Internet Services provided by Cogeco Cable Canada LP ("COGECO") in Ontario, the Customer agrees to be bound by the terms and conditions of COGECO's Acceptable Use Policy ("AUP"). If the Customer does not agree with the terms and conditions of this AUP, the Customer must immediately stop using the High-Speed Internet Services and notify COGECO customer service that the Customer is terminating the Services.

At COGECO, we are committed to making our High-Speed Internet Services (the "Services") a truly enjoyable and satisfying experience for our Customers. Our Services enable our Customers to connect to the Internet through our high speed backbone network. COGECO network and Internet user community are rapidly expanding. Millions of users are accessing the internet simultaneously. Customers benefit from accessing the COGECO network as well as communicating quickly with other members of the internet community.

COGECO's ongoing responsible management of the network, combined with adequate user practices, provide each user and Customer with prompt access to these resources and an amazingly fast connection to the World Wide Web. To protect the network and Customers who could be affected through another user's abuse of these privileges, COGECO has the right to terminate the Services of any person who contravenes to the terms and conditions of this Acceptable Use Policy ("AUP"). All users of the COGECO High-Speed Internet Services are therefore subject to the terms and conditions of the following AUP.

### Illegal Use

The Services may only be used for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property rights used without proper authorization, as well as material that is or may be considered as obscene, defamatory or constitutes a threat. COGECO does not assume any responsibility for material available, transmitted, stored or otherwise accessible through the Services. Using the Services for the transmission or storage of material protected by copyright or by other intellectual property rights without the consent of the relevant rights holders may be an infringement of Canadian copyright law and could give rise to criminal and civil liability. COGECO does not authorize the use of its Services in any way that is contrary to law.

### Security

Each Customer is responsible for ensuring that the use of the Services complies with this AUP. The Customer is fully responsible for any misuse of the Services even if the inappropriate activity was committed by another individual such as a friend, family member, guest or employee with access to the Customer's account. It is the Customer's responsibility to ensure that no one gains unauthorized access to the Services. The Customer is solely responsible for the security of any device they choose to connect to the COGECO network, including any data stored on that device. In particular, COGECO recommends against enabling file or printer sharing of any sort.

The Services may not be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the knowledge and written consent of such person and may not be used in any attempt to circumvent the user authentication or security of any host, network or account.

### Prohibited activities include, but are not limited to:

- Accessing data without express authorization of the owner;
- Logging into or making use of a server or account the Customer is not expressly authorized to access;
- Probing the security of other computers/networks;
- Forging any part of the TCP/IP packet header or any part of the header information in an E-mail or a newsgroup posting;
- Facilitating a violation of this AUP;
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam;
- Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools is prohibited. The Services may not be used to collect, or attempt to collect, personal information about third parties without their knowledge or written consent;
- The Services may not be used to interfere with computer networking or telecommunications services of any user, host or network, by, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature also is prohibited. The Services may not be used to violate the rules, regulations or policies applicable to any network, server, computer database, or web site that the Customer accesses or to violate another Internet service provider's acceptable use policy and/or terms of service.

### Inappropriate Content

There may be content on the Internet or otherwise available through the Services which may be offensive to some individuals, or which may not be in compliance with all applicable laws and regulations. COGECO does not assume any responsibility for the content contained on the Internet or otherwise available through the Services. The Customer must assume the risk of accessing content through the Services, and COGECO shall not have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content. Adults may want to use a program capable of restricting access to sexually explicit material on the Internet if the Services are used by children. Content questions or complaints should be addressed to the content provider.

The Customer is solely responsible for any information that the Customer publishes on the web or other Internet services, including but not limited to content posted in the Customer's WebSpace. The Customer must ensure that any content that may be disseminated is appropriate for its intended recipient. COGECO reserves the right, without however having the

obligation to do so, to refuse to post or to remove any information or materials, in whole or in part, that is unlawful, offensive, obscene, defamatory, or that may be considered as such, or otherwise causes unnecessary stress on the COGECO network, its services and its resources, or other users.

### Electronic Mail/Newsgroup/Internet Relay Chat/Messenger

The Services may not be used to indiscriminately send unsolicited, unwanted, irrelevant, or inappropriate messages, especially commercial advertising in mass quantity (spam).

### Other prohibited electronic mail activities include, but are not limited to:

- Posting a single message, or messages similar in content, to more than nine online forums or newsgroups;
- Posting messages to online forums or newsgroups that violate the rules of the forums or newsgroups;
- Collecting the responses from unsolicited E-mail regardless of whether or not the mail was sent via the COGECO network;
- Sending any unsolicited E-mail that could be expected, in COGECO's discretion, to provoke complaints;
- Sending E-mail with charity requests, petitions for signature, or any chain mail related materials;
- Sending unsolicited E-mail without identifying in the E-mail a clear and easy means to be excluded from receiving additional E-mail from the originator of the E-mail;
- Continuing to send messages to anyone that has expressly requested not to receive messages from the sender;
- Sending messages which disrupt another Internet user's equipment, including software, hardware, and user display, or hindering other users in their access to, and use of, the Services;
- Forging, altering or removing electronic mail headers;
- Spoofing, forging or using another user's identity or network address while participating in chat sessions;
- Performing any "flooding" activities. Flooding is defined as deliberately repeating actions in quick succession in order to fill the screens of other Internet users with text;
- Using automated programs, such as "bots" or "clones" when the Customer is not physically present at the device.

By using COGECO's servers, the Customer consents to anti-spam and anti-virus filtering by COGECO.

COGECO is not responsible for the forwarding of E-mails sent to any account that has been discontinued, suspended or terminated. Such E-mails will be returned to sender, ignored, deleted, or stored temporarily at COGECO's sole discretion.

COGECO reserves the right to discontinue access to any Usenet newsgroup at any time for any reason.

### IP Address

Any IP address assigned by COGECO is the property of COGECO at all times. COGECO's Customers are issued dynamically assigned IP addresses that can change any time at the discretion of COGECO without prior notice. COGECO assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to any change in IP Addressing.

### Bandwidth, Data Storage and Other Limitations

Customers shall comply with the bandwidth, data storage and other limitations associated with their Service plan described on COGECO website at [www.cogeco.ca/internetrates](http://www.cogeco.ca/internetrates), as may be amended from time to time by COGECO, at its sole discretion. COGECO may impose additional charges, specified on the [www.cogeco.ca/internetrates](http://www.cogeco.ca/internetrates) website, if the Customer exceeds the prescribed usage limits set out from time to time by COGECO for each Service plan. In the case of a residential Customer, the Residential Services are provided to the Customer as a residential user, for personal, residential purposes, and excluding business and professional uses. This means that the Customer shall not use the Services for any mercantile activities, including, without limiting the generality of the foregoing, for the operation of a home office, business, sales, telecommuting, telemarketing (including without limitation charitable or political solicitation or polling), or any other activity that would contravene or be inconsistent with normal residential usage patterns.

COGECO does not support LAN connection service, telecommuting and VPN service on High Speed Residential Internet Services. The connection of Internet servers at Customer residential premises to the COGECO Network is prohibited. The residential Customer may not run programs or servers which provide network service to others. Examples of prohibited programs include, but are not limited to mail, http, ftp, irc, dhcp servers, and multi-user interactive forums.

COGECO Customers may not resell, share or otherwise distribute the Services or any portion thereof to any third party without the written consent of COGECO.

### Violation of AUP

Although COGECO has no obligation to monitor the Services and/or the network, COGECO reserves the right to monitor bandwidth, usage, and content from time to time to operate the Services; to identify violations of this AUP; and/or to protect the network and COGECO Customers. Any correspondence that COGECO may want to deliver to the Customer with respect to bandwidth usage, violation of this AUP or protection of COGECO network will be sent to the primary contact E-mail address attached to the Customer's account.

COGECO, in its sole discretion, may, at any time and without prior notice, take any actions deemed appropriate if the Customer exceeds the prescribed bandwidth limitations set out on the [www.cogeco.ca/internetrates](http://www.cogeco.ca/internetrates) website for each Service plan, or to preserve the integrity of

its network. Such actions include, but are not limited to, the imposition of the additional charges mentioned on COGECO website at [www.cogeco.ca/internet/rates](http://www.cogeco.ca/internet/rates), temporary or permanent removal of content, cancellation of newsgroup posts, discontinuing access to any Usenet newsgroup, filtering of Internet transmissions, and the immediate suspension, discontinuance, limitation or termination of the Services. COGECO will not incur any liability for any such responsive actions.

COGECO reserves the right to investigate suspected violations of this AUP, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on COGECO's servers and network.

COGECO may cooperate with law enforcement authorities in the investigation of suspected violations to any applicable laws, regulation, public AUP or order of a public authority having jurisdiction. Such cooperation may include COGECO providing the Customer's username, IP address or other information based on reasonable evidence and/or receipt of warrant. Upon termination of the Services, COGECO is authorized to delete any files, programs, data and E-mail messages associated with the Customer's account. COGECO, 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 AUP may also subject the account holder(s) to criminal or civil liability.

Questions and comments regarding this AUP, violations thereof or any other network abuse matter should be directed to <mailto:security@cogeco.ca>