

## Acceptable Use Policy

### Overview

When using Tridon Internet access services, hosting services, internetworking services, or any chat rooms, message boards, news groups, software libraries, personal web pages or any other message or communication services that may be available to the Customer on or through Tridon Internet systems (collectively, the "Communication Services"), the Customer is prohibited from engaging in certain activities which include, but are not limited to, those described in this Acceptable Use Policy.

For the purposes of this Acceptable Use Policy, a "Customer" is an individual or organization that has a service agreement or contract with Tridon for use of the Communication Services, or otherwise uses the Communication Services.

If the Customer engages in any of the prohibited activities described on these pages it may, at the sole discretion of Tridon and without notice to the Customer, result in the immediate (1) restriction, suspension or termination of the Customer's use of the Communication Services (including without limitation the Customer's Tridon Internet access), without compensation to the Customer, (2) blocking or filtering of the Customer's content, data or materials, (3) application of complaint processing fees, disconnection fees and additional service charges to the Customer's account, (4) deletion of the Customer's content, data or materials from Tridon servers, or (5) involvement of law enforcement agencies. Such activities may also result in civil or criminal liability. The foregoing applies notwithstanding any language or term to the contrary contained in any agreement that the Customer may have with Tridon.

The Customer is responsible for the use of the Communication Services by any third party who directly or indirectly utilizes the Communication Services provided by Tridon, whether or not such use has been authorized by the Customer.

### Prohibited Activities

#### Criminal Offences

While using the Communication Services, the Customer is prohibited from, in Tridon's sole judgment, posting, uploading, reproducing, distributing or otherwise transmitting information or materials where such activity constitutes a criminal offence or from otherwise engaging in or assisting others to engage in any criminal offence or otherwise violate any local, provincial, federal or international law, including without limitation export control laws and regulations, including, but not limited to:

- Communicating hatred, Uttering Threats,
- Pyramid selling,
- Unauthorized use of a computer,
- Mischief in relation to data,
- Fraud,
- Defamatory libel,
- Obscenity, Child Pornography, or
- Harassment/stalking.

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## Civil Offences and Violations of the Rights of Others

While using the Communication Services, the Customer is prohibited from, in Tridon's sole judgment, posting, uploading, reproducing, distributing or otherwise transmitting information or materials where such activity gives rise to civil liability or from otherwise violating the rights or assisting others to violate the rights of Tridon or any third party, including, but not limited to, the violations listed below:

- Copyright infringement,
- Trade-mark infringement,
- Patent infringement,
- Misappropriation of trade secrets,
- Defamation,
- Abuse,
- Disclosing private communications without permission to parties other than intended recipient
- Disclose a person's confidential information without their consent, or
- Impersonate any person or entity, or falsely state or otherwise misrepresent an affiliation with a person or entity.

## Other Prohibited Activities

While using the Communication Services, the Customer is prohibited from engaging in or assisting others to engage in any activity that, in Tridon's sole judgment, (1) violates applicable policies, rules or guidelines of Tridon or other on-line service providers, (2) disrupts or threatens the integrity, operation or security of any Communication Service or any computer or Internet system, (3) elicits complaints from other Internet users or Internet service providers, (4) is contrary to any law or regulation, or (5) is otherwise objectionable. Examples of such prohibited activity include, but are not limited to:

- Scanning or probing another computer system,
- Obstructing or bypassing computer identification or security procedures,
- Engaging in unauthorized computer or network trespass,
- Maintaining a relay service open to the general public,
- Engaging in denial-of-service attacks,
- Posting, uploading, reproducing, distributing or otherwise transmitting any data, information or software that constitutes a virus, trojan horse, worm or other harmful or disruptive component,
- Exporting equipment, software, or data outside of Canada or the U.S. in contravention of applicable export control legislation,
- Falsifying address information, modifying message headers to conceal the Customer's identity or impersonating others, for the purpose of circumventing this Acceptable Use Policy,
- Consume excessive amounts of server or Network resources or use the Services in any way which results in server performance issues, instability, or which disrupts service for other users such as posting, uploading, reproducing, distributing, otherwise transmitting, or collecting responses from unauthorized or unsolicited duplicative e-mail messages, junk or bulk e-mail messages, chain letters, newsgroup postings or other "spam" (Tridon reserves the right to determine, in its sole discretion, if a message constitutes "spam"),
- Attempt to use any of the Network or Services in such a manner as to avoid incurring charges for usage,
- Reproduce, sell, resell or otherwise exploit the Services for any commercial purposes,
- Without limiting the foregoing, otherwise violate the law, misuse the proprietary information or property of others, or to make publications which are threatening or defamatory or otherwise injurious to the safety, business or reputation of others,

- Restrict, inhibit or interfere with or impede the ability of any person to access the Network or Services, including a person's ability to send or retrieve communications or information through the Network or Services
- Impede, evade or otherwise interfere with the Tridon's investigation of any content or the ISP's and/or Customer's use of the Network and/or Services, or
- Engaging in any conduct that directly or indirectly encourages, facilitates, promotes, relies upon or permits the foregoing prohibited activities including, without limitation, failing to implement reasonable technical or administrative measures to prevent spam, viruses and worms.

## Additional Info & Security Measures

### Cooperation with Other Providers

Tridon may cooperate with other on-line service providers to discourage and resist abuses of acceptable use policies. Tridon reserves the right to take corrective action against the Customer upon notification to Tridon of unacceptable activities by the Customer on other networks. The Customer is prohibited from using the services of another provider to engage in or facilitate any activity that violates this Acceptable Use Policy.

### Indemnification

The Customer will indemnify and hold harmless Tridon from all demands, claims, proceedings, awards, action, damages, losses, costs, charges and expenses, including legal fees, incurred by or made against Tridon, which result from or relate to violation by the Customer of this Acceptable Use Policy. The Customer shall give Tridon prompt notice of any such demand, claim or proceeding that the customer is aware of.

### Reservation of Rights and Tridon Liability

Nothing in this Acceptable Use Policy shall be interpreted to limit Tridon's rights or remedies in any way with respect to any of the foregoing activities (including, without limitation, Tridon's rights or remedies under any agreement between Tridon and the Customer) and Tridon reserves all rights and remedies available to it with respect to such activities at law or in equity. Tridon does not assume liability to the Customer or any other party for failure to enforce the terms of this Acceptable Use Policy.

### Modifications

The terms of this Acceptable Use Policy may change at any time and without prior notice. The Customer is responsible for frequently reviewing this Acceptable Use Policy posted [here](#) to obtain timely notice of any such changes.

Any failure by Tridon to enforce any provision of this Policy, for whatever reason, will not be construed as a waiver of any right to enforce any provision of this Policy at any time in the future.

If you have any questions about this Acceptable Use Policy, please contact Tridon at [Tridonnet@tridon.com](mailto:Tridonnet@tridon.com), or by phone at 587-467-2875.