

## GOCO ACCEPTABLE USE POLICY

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### Overview

When using GoCo 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 GoCo 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 GoCo 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 GoCo 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 GoCo Internet access or hosting service), 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 GoCo 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 GoCo.

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

### Criminal Offences

While using the Communication Services, the Customer is prohibited from, in GoCo'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 including, but not limited to, those offences listed below:

- Communicating hatred
- Pyramid selling
- Unauthorized use of a computer
- Mischief in relation to data
- Fraud
- Defamatory libel
- Obscenity
- Child pornography
- Harassment/stalking
- Uttering threats

## Civil Offences and Violations of the Rights of Others

While using the Communication Services, the Customer is prohibited from, in GoCo'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 GoCo 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

## 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 GoCo's sole judgment, (1) violates applicable policies, rules or guidelines of GoCo 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
- 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" (GoCo reserves the right to determine, in its sole discretion, whether a message constitutes "spam")
- 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

## **Cooperation with Other Providers**

GoCo may cooperate with other on-line service providers to discourage and resist abuses of acceptable use policies. GoCo reserves the right to take corrective action against the Customer upon notification to GoCo 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 GoCo from all demands, claims, proceedings, awards, action, damages, losses, costs, charges and expenses, including legal fees, incurred by or made against GoCo, which result from or relate to violation by the Customer of this Acceptable Use Policy. The Customer shall give GoCo prompt notice of any such demand, claim or proceeding that the Customer is aware of.

## **Reservation of Rights and GoCo Liability**

Nothing in this Acceptable Use Policy shall be interpreted to limit GoCo's rights or remedies in any way with respect to any of the foregoing activities (including, without limitation, GoCo's rights or remedies under any agreement between GoCo and the Customer) and GoCo reserves all rights and remedies available to it with respect to such activities at law or in equity. GoCo 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 be changed by GoCo at any time.