



Acceptable Use Policy

Introduction

This Acceptable Use Policy (“AUP”), also referred to as the “Policy”, specifies the rights, responsibilities, and prohibited conduct relating to the use of Durham Broadband Products and Services (“Services”) by customers of Durham Broadband (“Customers”) and by users that have gained access to the Services through Customer accounts (“Users”). By using the Services, you acknowledge that you and your Users are responsible for compliance with the Policy. Accordingly, you are responsible for violations of the Policy by any User that accesses the Services through your account. Durham Broadband reserves the right to modify this Policy at any time.

General Information

Durham Broadband is committed to providing high-quality IP products and services for its Customers. Durham Broadband also is committed to remaining a responsible member of the IP/Internet community. Durham Broadband holds both itself and its Customers to a higher standard of accountability as set forth in this Policy. If Durham Broadband receives abuse complaints, Durham Broadband will work diligently to resolve these complaints with our Customers. However, if a Customer does not abide by this Policy or otherwise fails to cooperate adequately in the resolution of any complaint, Durham Broadband may assess the Customer a fee immediately restrict or terminate its Services, at Durham Broadband’s sole discretion, in addition to any other remedy that may be available to Durham Broadband.

Prohibited Uses

Users will not use the Services to transmit, distribute, or store material in a manner that: (a) violates any applicable law or regulation; (b) may adversely affect the Services or Users; (c) may expose Durham Broadband to criminal or civil liability; or (d) violate, infringe upon or otherwise misappropriate any third party rights, including intellectual property rights, rights of publicity and privacy rights. Users are prohibited from facilitating the violation of any part of this Policy or applicable third-party policies including, but not limited to, transmitting, distributing, or otherwise making available any product or service that violates this or another provider’s policy.

Inappropriate Content: Users will not use the Services to transmit, distribute, or store material that Durham Broadband reasonably determines is inappropriate, obscene, indecent, defamatory, libelous, tortious, threatening, abusive, hateful, or excessively violent. Users will also not use the Services to host terrorist-related web sites, including sites that advocate human violence and hate crimes based upon religion, ethnicity, country of origin, age, gender, or sexual orientation.

Intellectual Property: Material accessible through the Services may be subject to protection under privacy, publicity, or other personal rights and intellectual property rights including, but not limited to,

copyrights and laws protecting patents, trademarks, trade secrets, or other proprietary information. Users will not use the Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights. If a domain name is used with any of the Services, it may not be used in violation of the trademark, service mark, or other rights of any third party.

Harmful Content: Users will not use the Services to transmit, distribute, or store material that may be harmful to or interfere with the Services or any third party's networks, systems, services, or websites. Such prohibited harmful content includes, but is not limited to, viruses, worms, or Trojan horses, root kits, password crackers, adware, and key stroke capture programs.

Fraudulent/Misleading Content: Users will not use the Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract, or online application, including the fraudulent use of credit cards.

Email and Unsolicited Messages: Users will not use the Services to (a) transmit unsolicited messages including, without limitation, unsolicited bulk email, where such emails could reasonably be expected to provoke complaints; or (b) send messages which are excessive and/or intended to harass or annoy others ("Spam"). Sending or causing to be sent Spam including, without limitation to, commercial advertising and informational announcements is explicitly prohibited. Durham Broadband customers may not alter the headers of outbound email messages to conceal an email address or to prevent recipients from responding to a message. Further, Users are prohibited from using the service of another provider to send Spam to promote a site hosted on or connected to the Services. In addition, Users will not use the Services to (a) continue to send messages to a recipient that has indicated that he/she does not wish to receive them; (b) send email with forged TCP/IP packet header information; (c) send malicious messages including, without limitation, "mail-bombing"; (d) send or receive messages in a manner that violates the use policies of any other IP/Internet service provider; or (e) use an email box exclusively as a storage space for data.

Additionally, a valid reply-to address is required for all outbound email. Users shall not use Durham Broadband's mail server to deliver bulk email of 100 or more recipients per mailing or another site's mail server to relay mail without the express permission of the site. Durham Broadband reserves the right to take any and all legal and technical action required to prevent mail relaying and unsolicited email from entering, utilizing, or remaining within the Durham Broadband Network. A customer running its own mail server may not relay through Durham Broadband's mail servers. If Durham Broadband receives complaints resulting from an open relay, the customer may be subject to network restrictions, deactivation, and/or an assessed fee. Post Office Protocol (POP) mail clients should be configured to check for new mail at intervals no shorter than five (5) minutes. A customer performing excessive checks for new mail may be blocked from accessing the POP mail server until proper customer configuration changes have been made.

Third Party Rules: Users will not use the Services in violation of the rules, guidelines, or agreements associated with search engines, subscription web services, chat areas, bulletin boards, webpages, USENET, or other services accessed via the Services.

Inappropriate Actions: Users will not use the Services to conduct activities that may be harmful to or interfere with the Services, a User's terminal session, or any third party's networks, systems, services, or websites. Users will not engage in any activities designed to harass, or that will preclude or interfere with the use of Service (e.g., synchronized number sequence attacks) by any other User on the Durham Broadband network or on another provider's network. In addition, Users will not use the Service (a) by any means or device to avoid payment; (b) to access User's account or Durham Broadband Services after User has terminated User's account; (c) on behalf of persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at <http://www.spamhaus.org/rokso>; (d) to engage in phishing activities; or (e) for purposes of cryptography or similar computational processing to mine or create units of cryptocurrency, such as Bitcoin, Ethereum, Ripple, and Litecoin. Users will not use the Services to engage in any activities that may interfere with the ability of others to access or use the Service or the Internet.

Illegal Use: Users will not use the Services in a manner that constitutes illegal activities including, but not limited to, death threats, terroristic threats, threats of harm to another individual, multi-level marketing schemes, High Yield Investment Program (HYIP) or Ponzi schemes, invasion of privacy, credit card fraud, racketeering, defamation, slander, child pornography and violations of the Child Protection Act of 1984, or all other applicable laws. This prohibition includes, without limitation, the use or transmission of any data or material protected by copyright, trademark, trade secret, patent, or other intellectual property right without proper authorization and the transmission of any material that constitutes an illegal threat, violates export control laws, or is obscene, defamatory or otherwise unlawful.

Security Breaches: Customers will not use the Services to cause security breaches or disruptions of Internet/IP communication and/or connectivity. Security breaches include, but are not limited to, accessing data, accounts, or systems without authorization, or logging into a server or account that the Customer is not expressly authorized to access, and denial of service attacks. Disruptions include port scans, flood pings, email-bombing, packet spoofing, IP spoofing, and forged routing information. Customer must use reasonable care in keeping its software on the Durham Broadband's servers up-to-date and patched with the latest security updates.

Rights of Durham Broadband

Durham Broadband takes no responsibility for any material created or accessible on or through the Services and will not exercise any editorial control over such material. Durham Broadband is not obligated to monitor such material but reserves the right to do so.

Responsibility for Content

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DISCLAIMER OF WARRANTIES AND LIABILITY

YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH AN DURHAM BROADBAND WEBSITE OR NETWORK. ANY CONTENT OR INFORMATION ACCESSED BY OR PROVIDED TO YOU THROUGH AN DURHAM BROADBAND NETWORK OR WEBSITE IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." DURHAM BROADBAND, ITS AGENTS, AND ITS LICENSORS DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONTENT OR INFORMATION AVAILABLE THROUGH ITS WEBSITE OR NETWORK. YOU ACCESS SUCH CONTENT OR INFORMATION AT YOUR OWN RISK. DURHAM BROADBAND DOES NOT GUARANTEE THAT ITS NETWORK OR WEBSITES WILL BE ERROR-FREE, CONTINUOUSLY AVAILABLE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES WILL DURHAM BROADBAND, ITS AFFILIATES, ITS AGENTS, OR ITS LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES THAT ARISE FROM THE USE OF ITS NETWORK OR WEBSITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND—FOR EXAMPLE, COMPENSATORY, SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES—EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE AGGREGATE LIABILITY OF DURHAM BROADBAND, ITS AGENTS, AND ITS LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO ANY DURHAM BROADBAND NETWORK OR WEBSITE WILL NOT EXCEED \$100.00. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES OR IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF DURHAM BROADBAND, AND ITS AFFILIATES, AGENTS, AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

Indemnification

You agree to indemnify, defend, and hold harmless Durham Broadband from and against all claims, liabilities, losses, expenses, damages, and costs (including reasonable attorneys' fees) that arise from: (1) any violation of this Policy and Agreement by you; (2) any violation of any rights of a third party by you; (3) any violation of applicable law; (4) information or content that you submit, post, transmit, or make available through our website or network; or (5) your use of our website or network.

Modification of the Policy and Agreement

Durham Broadband reserves the right to modify this Policy at any time, effective upon its posting, as modified, on <http://www.DurhamBroadband.ca>. You agree to the Policy by accessing or using our website, products or services, or by sending any electronic transmission through our network.

Other

Any failure to insist upon or enforce performance of any provision in this Policy will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision in this Policy. Durham Broadband may assign its rights and duties under these terms to any party at any time without notice to you. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions so that it does not affect the validity and enforceability of any remaining provisions.