

Gillies Bay Internet Society: Acceptable Use Policy

The Customer is solely responsible for use of the Services by any of its employees, officers, directors, agents and any other end user of the Services (collectively, the "End Users"). The Customer agrees to comply, and to ensure that, the End Users comply with the following policies and procedures associated with the use of the Services (the Customer and/or End Users are sometimes hereinafter referred to as "you").

1. Rules. While using the Service, you may not:

- (a) Post, transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Service in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the Service or the Internet.
- (b) Post or transmit messages constituting "spam", which includes, but is not limited to, unsolicited e-mail messages, inappropriate postings to news groups, false commercial messages, or any other abuse of e-mail or news group servers.
- (c) Post or transmit any information or software which contains a virus, "cancelbot", "Trojan horse", "worm" or other harmful or disruptive component.
- (d) Upload or download, post, publish, retrieve, transmit, or otherwise reproduce, distribute or provide access to information, software or other material which: (i) is confidential or is protected by copyright or other intellectual property rights, without prior authorization from the rights holder(s); (ii) is defamatory, obscene, child pornography or hate literature; or (iii) constitutes invasion of privacy, appropriation of personality, or unauthorized linking or framing.
- (e) Use the Service for an unattended automated operation, including, but not limited to, point-of-sales applications. You agree not to use Internet applications for simulating network activity to avoid session inactivity disconnection.
- (f) Engage in account sharing, including, without limitation, permitting third parties to use your Service account and password; or use the Service for simultaneous sessions using the same User ID and Password.

2. Responsibility. GBIS will not assume any responsibility for your acts or omission or of any individual who uses your account. If you cause damage, incur expenses or enter contractual obligations while on the Internet, all such matters are your responsibility. Account and password protection is your responsibility. Any detriment that is caused to the network because of a failure to properly secure your computer system may result in the termination of the Service.

3. Monitoring. GBIS has no obligation to monitor the Service. However, to protect itself and its subscribers, GBIS will be entitled to electronically monitor the Service from time to time and disclose any information concerning the End User required by the Customer or that is necessary to satisfy any law, regulation or lawful request or as necessary to operate the Service or to protect itself or others. GBIS will not intentionally monitor or disclose any private e-mail message unless required by law. GBIS reserves the right to refuse to post, or to remove any information or materials, in whole or in part, that it determines, in its sole discretion, are unacceptable, undesirable, or in violation of these policies.

4. Content. You acknowledge that some content, products or services available with or through the Service ("Content") may be offensive or may not comply with applicable laws. You understand that neither GBIS nor any of its affiliates attempt to censor or monitor any Content. You also acknowledge that GBIS has no obligation to monitor your use of the Service and, except as provided herein, have no control over such use. The customer understands, however, that such Content may be subject to "caching" at intermediate locations on the Internet when being accessed through the Service. You assume total responsibility and risk for access to or use of Content and for your use of the Service and the Internet. GBIS and its affiliates assume no liability whatsoever for any claims or losses arising out of or otherwise relating to your access to or use of Content.

5. Privacy. GBIS cannot guarantee privacy. Your messages may be the subject of unauthorized third-party interception and review. Any use shall be at your sole risk and GBIS, its affiliates and its agents shall be relieved from all liability in connection therewith.

6. E-mail. Sending unsolicited e-mail messages, including, without limitation, commercial advertising and informational announcements is prohibited. Users will not use another site's mail server to relay mail.

7. System and Network Security. Users are prohibited from violating any system or network security measures including, but not limited to, engaging in unauthorized access or use of GBIS or a third party's network, data or information. Users are unauthorized to monitor GBIS or third party's data, systems or network traffic. Users are prohibited to interfere with service to any user, host or network including without limitation mail-bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Users are prohibited from forging any TCP-IP packet header or any part of the header information in an email or newsgroup posting.

8. Reselling the service. Users are not allowed to resell their service without the permission of the GBIS Board. Anyone wishing to resell their service must apply in writing to the GBIS Board, giving a detailed business plan with estimates on how much data they anticipate using. Board approval can be rescinded with one month's notice.

9. Fair Use Policy (FUP) for unlimited plans. The implementation of the FUP is aimed at safeguarding our ability to provide quality services to all customers while ensuring that no one is adversely affected by the actions of others. The provision of unrestricted internet service presents a greater probability of a few customers exploiting the service and utilizing a significant portion of the available bandwidth. Consequently, GBIS will regulate the speed of customers who have excessive data usage to maintain equitable distribution of available bandwidth across all users.

10. Cancellation of Service. By continuing to use GBIS you agree with our cancellation policy and Acceptable Use Policy. There is no refund for cancellation of an active prepaid account within two months of the end of a one-year contract period. For notice of cancellation before this two-month limit, GBIS will refund the balance to the customer except for an administration fee of \$25. Termination of your account shall not relieve you from any amounts owing or other liability accruing under this agreement prior to the time that such termination becomes effective.

11. Terms of payment and penalties for late payment

Invoices are usually sent out near the beginning of the month, asking for payment within 30 days.

Anyone consistently late, not communicating, or refusing to make payments are no longer eligible to pay quarterly and risk being cut off completely; see penalties below.

(a) For invoices not paid within 45 days there is a \$3 late fee.

(b) For invoices not paid within 65 days there is an additional \$10 late fee and internet speed is reduced to dial-up.

(c) For invoices not paid within 95 days there is an additional \$25 late fee and service is suspended until all invoices are paid.

12. New client payments and changes of data plan

(a) New clients are required to pay a minimum of the standard installation fee plus three-months service before activating the service.

(b) Plans can normally only be changed at the end of the current plan. A minimum of fourteen days' notice is required to change a plan, with no backdating of plans.

(c) There is a \$10 charge for downgrading a plan before the normal expiry date. One-year and six-month plans cannot be downgraded within two months of the expiry date.

VIOLATION OF INTERNET ACCEPTABLE USE POLICY

GBIS considers the above prohibitive practices to constitute abuse of its Service, and GBIS terms and conditions of Service prohibit these practices. Engaging in one or more of these practices may result in termination or suspension of the offender's account and/or access to GBIS Services in accordance with the Customer's agreement with GBIS. Nothing contained in this policy shall be construed to limit GBIS actions or remedies in any way with respect to any of the foregoing activities. GBIS reserves the right to take all additional actions it may deem appropriate with respect to such activities, including without limitation acting to recover the costs and expenses of identifying offenders and removing them from the GBIS service, and levying cancellation charges to cover GBIS costs. In addition, GBIS always reserves all rights and remedies available to it with respect to such activities at law or in equity. Send any questions regarding Illegal Use or System or Network Security issues to GBISoc@shaw.ca