



INTERNET ACCEPTABLE USE POLICY

for Waterloo Wireless Inc. Internet

Waterloo Wireless Inc. is committed to being a responsible Internet Service provider. To assist us in protecting the usefulness and enjoyment of the Internet, please read the following document outlining our policies on Internet acceptable use.

Your use of Waterloo Wireless Internet constitutes your agreement with this Acceptable Use Policy. The terms of this Acceptable Use Policy may change at any time and without prior notice; you are responsible for keeping yourself informed of any changes to this Acceptable Use Policy by periodically consulting this page. The Waterloo Wireless Internet account owner is responsible for any and all action that originates from his/her Waterloo Wireless Internet account.

If you have any questions about the Waterloo Wireless Internet Acceptable Use Policy, please contact Waterloo Wireless via e-mail at support@waterloowireless.com.

1. Excessive Use of Bandwidth

Except in cases where a usage limit is clearly disclosed to the customer (in advertising and marketing material or otherwise), Waterloo Wireless does not place a cap on a customer's bandwidth use, or charge customers for the amount of bandwidth used, but reserves the right to take measures to address any customer's excessive use of bandwidth, which can negatively impact Waterloo Wireless' Internet or its users. Bandwidth usage is the amount of data sent and received through your Internet connection.

Bandwidth use is considered to be excessive when it significantly exceeds the usage characteristic of a typical residential user of the Service. This will be determined by Waterloo Wireless in its sole discretion. If the customer anticipates usage in excess of the typical residential user, the customer should inquire about the availability of dedicated service or other service options.

If a customer's use is deemed to be excessive, Waterloo Wireless will make every effort to contact the customer and review the matter.

However, where Waterloo Wireless, in its sole discretion, determines that the usage potentially impacts Waterloo Wireless' ability to provide its Internet Services or that its network resources need to be protected, it reserves the right to suspend or terminate service in response to a customer's excessive bandwidth use, without notice to the customer.

2. Bandwidth Management

Waterloo Wireless reserves the right to monitor bandwidth, usage, transmissions, and content in order to identify violations of this Policy, protect the network and its users, manage the network and otherwise operate the service.

3. Prohibited uses of Waterloo Wireless Internet

Criminal & Other Illegal Activity

You are prohibited from using your Waterloo Wireless Internet account, including Waterloo Wireless email, for any criminal or other illegal activity, such as the following:

- Communicating hatred
- Fraud



- Defamation & libel
- Obscenities
- Child pornography
- Harassment/stalking
- Uttering threats
- Copyright & intellectual property infringement

Other Disruptive Activity

You are prohibited from using your Waterloo Wireless Internet account, including Waterloo Wireless email, for any activity which disrupts the security of the network or the service, or otherwise harms other Internet users, including the following:

- Transmitting unsolicited messages or "spam" which causes significant disruption or elicits complaints from other Internet users
- Harassing users or groups in any way
- Impersonating another Internet user, or falsifying your identifying information
- Invading or compromising the privacy of others
- Bypassing network and computer security measures or copyright protection
- Posting or transmitting any information or software which contains a virus, "cancelbot," "trojan horse," "worm," or other harmful or disruptive component
- Disrupting network service
- Using your Waterloo Wireless Internet user account and concurrent login sessions from the same Waterloo Wireless Internet user account
- Denial-of-service attack (DoS attack) or distributed denial-of-service attack (DDoS attack)
- Running and/or hosting Server Applications including but not limited to HTTP, POP, SMTP, Proxy/SOCKS, NNTP
- Analyzing or penetrating an Internet host's security mechanisms
- Forging any part of the TCP/IP packet headers in any way.

Waterloo Wireless may, from time to time, delete unread mail in mailboxes which have not been checked in more than six (6) months. Waterloo Wireless assumes that mailboxes that have not been checked in the last six (6) months can be considered dormant and that the messages contained within are unwanted.

4. Use Inconsistent with Nature of the Service

You are prohibited from using your Waterloo Wireless Internet account, including Waterloo Wireless email, in a manner inconsistent with the nature of the service provided, including:

- Using residential services for business purposes
- Sharing your Internet connection outside of your home (either through a wired connection or through a Secure or unsecured Wireless connection)
- Reselling Waterloo Wireless Internet without permission
- Excessive use of bandwidth (see above).

5. Newsgroups and Discussion Forums

In addition to these Policies, while posting to newsgroups or any other discussion forum, you are prohibited from conducting activities that include, but are not limited to:



- Posting advertisements, commercial or unsolicited messages of any kind, unless expressly permitted by the charter or FAQ
- Posting binary or excessively large files of any kind, unless expressly permitted by the charter or FAQ
- Posting substantially identical messages to more than five (5) newsgroups
- Attaching an excessively long signature to your messages
- Forging the headers of your postings in any way.

Newsgroup and forum postings must comply with the associated charter or FAQ. If a posted message does not fall within the topic or ideals of the discussion identified by the charter or FAQ, at the discretion of Waterloo Wireless, could represent an infraction of the Waterloo Wireless Internet Acceptable Use Policy. Users posting messages to newsgroups or forums are responsible for making themselves aware of the rules of conduct, prior to posting.

6. Consequences

For the protection of all customers, Waterloo Wireless must take violations of this policy seriously. Wherever possible, we will work with you to understand the nature of any potential violation and remedy the issue. Waterloo Wireless will investigate suspected violations of these Policies, which may include gathering information from the account holder(s) involved and the complaining party, if any, and examination of any and all material on Waterloo Wireless' servers.

However, it may be necessary to act quickly in order to protect our customers and our network. Waterloo Wireless reserves the right to act without notice when necessary, as determined by Waterloo Wireless in its sole discretion. During any investigation, Waterloo Wireless may suspend the account(s) involved and/or remove the material involved from its server.

In the event your service is terminated for any reason by Waterloo Wireless, your email account provided as a feature of the service will be terminated as well, meaning that you will be unable to access your messages stored in mailboxes assigned to you on and after termination of your Service. Messages sent to your email mailboxes after termination of your service will be returned to the sender with a message advising the sender that their message could not be delivered. The content of your mailbox at the time of termination of your service will be retained for a period of ninety (90) days, after which time such content will be purged from Waterloo Wireless' system, unless you make specific arrangements with Waterloo Wireless for a one-time access for the purpose of retrieving the content of your mailbox. An administrative fee of \$25 plus applicable taxes will be charged, which must be paid before access is provided.