

Schneider's Computing Internet Acceptable Use Policy

General

This section provides a general understanding of Schneider's Computing's Policy on the Acceptable Use of the Schneider's Computing Internet Access Services (the "Service"). It is designed to help protect our Service, our customers, and the Internet community.

If a Schneider's Computing Internet account is involved in a violation of these policies, we reserve the right to suspend or terminate Service without notice.

- i. In the event that an Internet account is de-activated or cancelled as a result of any activities contrary to this Policy, the account may be subject to set-up fees, re-activation charges, and/or deposit requirements to be determined by Schneider's Computing, if such account is permitted to be reactivated or re-established.
- ii. Users whose accounts have been cancelled for misuse or violations of the terms and conditions applicable to the Service or this Policy are not entitled to re-register for the Service without express written approval from Schneider's Computing outside the normal flow of the registration process. Any further registrations for the Service by or for the user whose account has been terminated for such activities may be rejected or the new account(s) may be terminated upon discovery, and such further registration or use may subject the user to additional account setup, analysis, monthly usage, and/or termination charges for each such registration in amounts to be determined by Schneider's Computing.
- iii. Schneider's Computing may take such action as it deems appropriate against any subscriber or account user for violations of the terms and conditions applicable to the Service or of this Policy. However, there is no promise or obligation on our part to monitor or police any such activity and Schneider's Computing will have no liability to any party for any other party's violation of these policies or the terms and conditions applicable to the Service.
- iv. Schneider's Computing has no obligation to censor or monitor use of the Service by you, any customer or any third party, including without limitation any obligation to censor or monitor any content, material or other information sent, received, or accessible through the Service or the Internet. However, Schneider's Computing has the right to, without notice, monitor use of the Service and monitor, review, and retain such content, material or information if Schneider's Computing believes in good faith that such activity is reasonably necessary to provide the Service to customers, ensure adherence to or enforce the terms of this Policy, comply with any laws or regulations, respond to any allegation of illegal conduct or claimed violation of third party rights, or protect itself or others.
- v. If at any time you become aware of any violation, by any person or entity, of the acceptable use rules set out in the above, which involves your account, you agree to immediately notify Schneider's Computing and provide Schneider's Computing

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with assistance, as requested, to stop and/or remedy such violation. Schneider's Computing contact information may be found at www.scomputing.ca.

- vi. Without limiting any of Schneider's Computing's rights to suspend, restrict, or terminate your Schneider's Computing Internet Services account as described elsewhere in this Policy, Schneider's Computing may suspend, restrict, or terminate your Schneider's Computing Internet Services account and the Service without notice if, in Schneider's Computing's sole and absolute discretion, you have violated any of the provisions set out in this Policy or there is an Emergency Security Issue. An Emergency Security Issue means either (a)-your use of the Service is in violation of this Policy in a manner that (i) could disrupt the Service; (ii) could disrupt use of the Service by other users; or (iii) could disrupt Schneider's Computing's network or servers or those of its suppliers used to provide the Service; or (b) unauthorized third party access to the Service. Suspend, restrict, or terminate your Schneider's Computing Internet Services account and the Service means immediate disabling of access to the Service or components of the Service as may be applicable, to prevent further use of the Service.
- vii. Schneider's Computing shall not be responsible or liable to you or any third party for any suspension, restriction or termination of your account. Schneider's Computing shall not be responsible for any damages, caused directly or indirectly, including, but not limited to loss of profits, loss of data or any loss of information as a result of the termination of your account.
- viii. In the event that Schneider's Computing receives a complaint relating to use of the Service by a customer, Schneider's Computing may, in its sole and absolute discretion and without notice or liability, investigate the complaint, restrict, monitor data traffic, suspend, or terminate the account(s) involved and/or remove any content, information, or materials from its servers.
- ix. Schneider's Computing may, without notice or liability, disclose to third parties any customer information or any content, information, or materials associated with a Schneider's Computing Internet Services account, if Schneider's Computing believes that such activity is reasonably necessary to provide the Service to customers, ensure adherence to or enforce the terms of this Policy, comply with any laws or regulations, respond to any allegation of illegal conduct or claimed violation of third party rights, or protect itself or others.

Amendments to this Policy

Schneider's Computing reserves the right to amend this Policy at any time. Schneider's Computing will electronically transmit this to users via email, as it may be updated from time to time, before such amendments become effective. You are responsible for regularly reviewing the received Schneider's Computing documents to obtain timely notice of such amendments. If any amendment is unacceptable, you may terminate your Schneider's Computing Internet Services account. If you do use your account after the effective date of the amendment, you will be conclusively deemed to have accepted the amendment.

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Service, network, and system interference

- i. Subscribers may not attempt to interfere with or compromise the operation of the Schneider's Computing Internet network in whole or part, to interfere with any of the equipment comprising Schneider's Computing's system, or to access other accounts or restricted areas of Schneider's Computing's system.
- ii. Subscribers may not use the Service in a manner that adversely affects the availability of its resources to other Schneider's Computing Internet customers.
- iii. Subscribers may not attempt to subvert or aid others to subvert the security of any computing facility.
- iv. Subscribers may not interfere with use by any other authorized user, nor compromise the confidentiality of Schneider's Computing's or any other party's internal business practices or records.
- v. Any attempts, whether successful or not, to gain access to any computer system or customer's data without consent is prohibited.
- i. The Service is intended for accessing and using the Internet. It is not intended, nor may it be used, as a substitute for other services such as local area network extension except where specified.

A. General terms and conditions for use

- 1. The Service Provider maintains a policy of not monitoring the content of its customers' data in any way; however, the Customer acknowledges that in the course of providing the services Service Provider employees may access content. In this case, employees are prohibited from disclosing or divulging the contents of the data unless required to do so by law. The Customer further agrees that the Service Provider has the right, but not the obligation, to monitor or disclose the contents of private communications/data if the Service Provider, in its reasonable discretion, believes that such action is necessary to (i) comply with applicable laws or a valid legal process; or (ii) protect the Service Provider's rights or property, or (iii) maintain the personal safety of an individual.
- 2. The Customer acknowledges that the Internet is an inherently insecure environment and that the Service Provider has no control over the privacy of any email message or other data when the same is outside of Service Provider's own internal system. Service Provider recommends that the Service Provider system not be used for the transmission or receipt of confidential information of any type; any such use shall be at the sole risk of the Customer and/or the user; the Service Provider and its employees, associates, and related corporations shall be relieved from all liability in connection with such use including all liability for any disclosure of confidential information.

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3. You agree that you shall access or use the Service solely for your internal business or personal purposes and not for re-sale, lease, rent, transfer, or distribution of any kind to a third party. Your use of the Service will be subject to the following limits or capacities, which may be revised at Service Provider's discretion.
4. Neither the Customer, nor any of its users, shall knowingly:
 - i. Post, transmit, send, receive, or distribute any information constituting, or encouraging conduct which would constitute, a criminal offence or which would give rise to civil liability, or otherwise use the Services in a manner which is contrary to law.
 - ii. Post or transmit any message, information, or software which contains a virus, cancelbot, Trojan horse, worm, or other component which is harmful or disruptive to computer systems.
 - iii. Upload, post, publish, transmit, reproduce, or distribute, in any way, information, software, literary work, or other material which is protected by copyright, or other intellectual property right, or any derivative works with respect thereto, without obtaining the prior written permission of the copyrightowner or right holder.
 - iv. Carry out any unsolicited mass email, spam, or usenet advertising campaigns, or harvest email addresses for any purpose including re-sale, or misrepresent or impersonate other Internet users.
 - v. Engage in any activity which could cause loss or degradation of service to other Service

Provider customers or Internet users or which could compromise the security or integrity of other parties' computer systems or software.

If the Service Provider is advised of or detects any violation of the above prohibitions the Customer authorizes the Service Provider, without notice or compensation to Customer, to take such steps as the Service Provider deems reasonably necessary to protect the integrity of the Service Provider's business and systems, including, without limitation, placing filters on routers which serve the Customer or ceasing to deliver some or all of Customer's email messages or suspension of services

If the Service Provider is advised of or detects any violation of the above prohibitions you authorize Service Provider, without notice or compensation to you, to take such steps as Service Provider deems reasonably necessary to protect the integrity of Service Provider's business and systems, including, without limitation, placing filters on routers which serve you, ceasing to deliver some or all of your email messages, and/or restricting your access to the Service on a temporary or permanent basis.

5. Service Provider (and its licensors, where applicable) shall own all right, title, and interest, including all related intellectual property rights, in and to the Service and any ideas, enhancement requests, feedback, recommendations, or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service or the intellectual property rights owned by Service Provider.

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6. You shall indemnify and hold Service Provider, its suppliers, its licensors, and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a claim arising from the breach by you or your users of this Agreement, provided in any such case that Service Provider:
 - i. Gives written notice of the claim promptly to you
 - ii. Gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Service Provider from all liability and such settlement does not affect Service Provider's business or Service);
 - iii. Provides to you all available information and assistance.
 - iv. Has not compromised or settled such claim.
7. Service Provider, its suppliers, and its resellers and licensors make no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy, or completeness of the service. Service Provider and its licensors do not represent or warrant that:
 - i. The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system, or data.
 - ii. The service will meet your requirements or expectations.
 - iii. The quality of any products, services, information, or other material purchased or obtained by you through the service will meet your requirements or expectations. Errors or defects will be corrected; or
 - iv. The service or the server(s) that make the service available are free of viruses or other harmful components. The service and all content is provided to you strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory, or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law by Service Provider and its licensors.
8. In no event shall Service Provider's or Service Provider's suppliers aggregate liability exceed the amounts actually paid by you for use of the Service in the twelve (12) month period immediately preceding the event giving rise to such claim. In no event shall either party and/or its licensors be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with this service, including but not limited to the use or inability to use the service, or for any content obtained from or through the Service, any interruption, inaccuracy, error or omission, regardless of cause in the content, even if the party from which damages are being sought or such party's licensors have been previously advised of the possibility of such damages.

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9. Service Provider reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, by providing notice by means of an email message to your administrator email address on record in Service Provider's account information, or by written communication sent by first class mail or prepaid post to your address on record in Service Provider's account information. Continued use of the Service after any such changes shall constitute your consent to such changes.
10. This Agreement shall be governed by Ontario law and applicable Canadian federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the Ontario courts located in Sarnia, Ontario. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Service Provider as a result of this agreement or use of the Service.

The failure of Service Provider to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Service Provider in writing.

This Agreement comprises the entire agreement between you and Service Provider and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

Off-topic or inappropriate newsgroup postings

1. Schneider's Computing does not intend to censor the content of any newsgroups or other communications passing through its systems. We believe such choices should generally be left to the individual subscriber. Software tools are available to screen a subscriber account's access to newsgroups and websites that might be considered offensive. It is the subscriber's responsibility to make use of such tools if desired.
2. Newsgroup postings and other email messages sent via the Service and the Internet are communications between the senders and consenting receivers thereof, and Schneider's Computing has neither the authority nor the responsibility to regulate their content. The views and comments expressed by Schneider's Computing Internet subscribers or other senders of such postings or messages are solely those of their authors and do not reflect any review, approval, or endorsement by Schneider's Computing
3. Generally, there is no restriction on content or postings, except as defined by each newsgroup. However, continued posting of off-topic or inappropriate articles is prohibited. Please note that commercial advertisements are off-topic in the vast majority of newsgroups. If numerous complaints are received with respect to off topic or inappropriate postings from a particular subscriber, Schneider's Computing reserves the

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right to take appropriate actions, which may include but not be limited to issuing a warning to that subscriber or terminating that subscriber's account without notice.

Fair Access Policy

1. To ensure fair access for all Schneider's Computing subscribers of Schneider's Computing Wireless Internet Service offerings, Schneider's Computing maintains a running average Fair Access Policy. Fair access establishes an equitable balance in Internet access across all Schneider's Computing Wireless Internet services by service plan for all Schneider's Computing customers, regardless of their frequency of use or volume of traffic. To ensure this equity, customers may experience some temporary throughput limitations. Schneider's Computing Wireless Internet access is not guaranteed.
2. To ensure that all Schneider's Computing subscribers have fair and equitable access to the benefits of Schneider's Computing's Wireless Internet Service, Schneider's Computing has enacted a Fair Access Policy to prevent abusive consumption of bandwidth by a handful of users.
3. The Fair Access Policy is straightforward. Based on an analysis of usage data, Schneider's Computing has established a download data usage threshold well above the maximum typical usage rates. When a customer exhibits patterns of system usage, which exceed that threshold for an extended period of time, the Fair Access Policy may temporarily limit that subscriber's throughput to ensure the integrity of Schneider's Computing's Wireless Internet Service for all subscribers.