

Lasqueti Internet Access Society
General Delivery
Lasqueti Island BC
VOR 2J0

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, mail bombing 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 further agree not to use Internet applications for the purpose of 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

(g) use the Service for simultaneous sessions using the same User ID and Password.

2. Your Equipment. It is your responsibility to ensure that your computer system meets the minimum requirements stated by LIAS as being necessary to use the Service. From time to time, the computer equipment required to access and use the Service may change. Accordingly, your computer equipment may cease to be adequate to access and use the Service.

3. You Can Best Control the Risk and Therefore Are Responsible. LIAS will not assume any responsibility for your acts or omission or of any individual who uses your account. An individual with Internet access can cause damage, incur expenses and enter into contractual obligations while on the Internet. All such matters are your responsibility. As between LIAS and you, you are better able to put in place physical and procedural

impediments to the inappropriate use of and to supervise your account. Account and password protection will be your responsibility. Any detriment that is caused to the network as a result of a failure to properly secure your computer system may result in the termination of the Service.

4. Monitoring. LIAS has no obligation to monitor the Service. However, in order to protect itself and its subscribers, LIAS 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. LIAS will not intentionally monitor or disclose any private e-mail message unless required by law. LIAS 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.

5. 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 LIAS nor any of its affiliates attempt to censor or monitor any Content. You also acknowledge that neither LIAS nor any of its affiliates have any obligation to monitor your use of the Service and, except as provided herein, have no control over such use. 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. LIAS 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.

6. Privacy. LIAS cannot guarantee privacy. Your messages may be the subject of unauthorized third party interception and review. LIAS therefore recommends that the Service not be used for the transmission of confidential information. Any such use shall be at your sole risk and LIAS, its affiliates and its agents shall be relieved from all liability in connection therewith.

7. 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.

8. Usenet. Users shall not post ten (10) or more messages similar in content to Usenet or other newsgroups, forums, e-mail mailing lists or other similar groups or lists. Users will not post any Usenet or other newsgroup, forum, email mailing list or other similar group or list articles which are off-topic according to the charter or other owned-published FAQ or description of the group or list.

9. 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 LIAS or a third party's network, data or information.

Users are unauthorized to monitor LIAS 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, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks.

Users are prohibited to forge any TCP-IP packet header or any part of the header information in an e-mail or newsgroup posting.

10. Cancellation of Service

LIAS' cancellation agreement has been added to the Acceptable Use Policy and agreement of all LIAS customers. By continuing to use LIAS you are in agreement with our cancellation policy and Acceptable Use Policy.

The Administration fee for canceling an active pre paid account will render each month at full value (\$40 per mth) and the difference of the discounted months (\$6.66 per mth) will be added to a \$40 administration fee. The remaining balance will be refunded to the customer.

For example if you are canceling a 12 month term after 7 months, you will be required to repay the discount of the previous 7 months, a difference of \$6.66 per month (x 7), plus \$40 Administration fees.

$$\begin{array}{r} 46.62 (\$6.66 \times 7) \\ + \quad 40 \text{ (admin fee)} \\ = \quad \$86.62 \end{array}$$

Balance to be refunded for 5 months – back pay and administration fee:

$$\begin{array}{r} 166.65 (5 \text{ mths to refund} \times \$33.33) \\ - \quad 86.62 (\text{admin fee} + \text{balance of discount}) \\ \hline \$80.03 \end{array}$$

VIOLATION OF INTERNET ACCEPTABLE USE POLICY

LIAS considers the above prohibitive practices to constitute abuse of its Service. Therefore, LIAS' 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 LIAS' Services in accordance with the Customer's agreement with LIAS.

Nothing contained in this policy shall be construed to limit LIAS' actions or remedies in any way with respect to any of the foregoing activities. LIAS reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the LIAS service, and levying cancellation charges to cover LIAS' costs. In addition, LIAS reserves at all times all rights and remedies available to it with respect to such activities at law or in equity. Complaints regarding email, or USENET abuse, SPAM or Illegal Use or System or Network Security issues, should be sent to tech@lasqueti.ca