

VALLEY FIBER RESIDENTIAL ACCEPTABLE USE POLICY

Important Note: Valley Fiber may revise this Acceptable Use Policy (“AUP”) from time to time in accordance with the Valley Fiber Terms and Conditions (the “Terms”) which is available at https://valleyfiber.ca/important_information/. It is your responsibility to consult this AUP regularly to ensure that your activities conform to the most recent version.

Introduction

Unless otherwise defined in this AUP, defined terms have the meanings given to them in the Terms. In this AUP, “you” and “your” refer to the customer who entered into the Service Agreement (the “Customer”) and every person who uses the Services through the Customer’s account, and “us”, “we” and “our” refer to Valley Fiber (as defined in the Terms) or, depending on context, refer to both you and Valley Fiber.

When using the Services, the Equipment, and/or the Valley Fiber facilities or networks, you agree to comply with all applicable laws and abide by the terms of this AUP. This AUP is in addition to and is incorporated into the Service Agreement and does not limit the generality of any of the terms included in the Service Agreement. Any breach of this AUP will constitute a breach of the Service Agreement.

Prohibited Activities

Without limitation, you may not use (or allow anyone else to use) our Services and/or Equipment to:

- i. use, possess, post, upload, transmit, disseminate or otherwise make available content that is unlawful or violates the copyright or other intellectual property rights of others (as described in more detail below);
- ii. participate in any illegal soliciting or gaming schemes;
- iii. attempt to use the Services and/or Equipment in such a manner so as to avoid incurring charges for usage, including but not limited to purchasing or renting and using multiple Valley Fiber base units to circumvent this AUP;
- iv. participate in any fraudulent activities, including impersonating any person or entity or forging anyone else’s digital or manual signature. You assume all risks regarding the determination of whether material is in the public domain;
- v. access the Internet via the Services and/or Equipment using Internet Protocol (IP) addresses other than the IP address(es) assigned to you by us;
- vi. invade another person’s privacy, collect or store personal data about other users, or stalk or harass another person or entity;
- vii. access any computer, software, data or any confidential, copyright-protected or patent-protected material of any other person, without the knowledge and consent of that person, or use any tools designed to facilitate access, such as packet sniffers;
- viii. upload, post, publish, deface, modify, transmit, reproduce, distribute in any way or otherwise make available information, software or other material protected by copyright or other proprietary or contractual right (such as a non-disclosure agreement) or related derivative works, without obtaining permission of the copyright owner or rights holder;
- ix. copy, distribute, sub-license or otherwise make available any software or content we provide or make available to you or which you obtain through the Services and/or Equipment, except as authorized by us;
- x. alter, reproduce, or tamper with the Services or any function, component or identifier of the Equipment;
- xi. restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet, the Services or any Equipment used to connect to the Services, or create an unusually large burden on our networks, including, but not limited to, posting, uploading, transmitting or otherwise making available information or software containing a virus, lock, key, bomb, worm, Trojan horse or other harmful, limiting, destructive or debilitating feature, distributing mass or unsolicited e-mail (spam) or other messages, or otherwise generating levels of traffic sufficient to impede others ability to send or retrieve information, or to use the Services in an abusive manner in connection with any unlimited packages, options or promotions. The use of the term “unlimited” in conjunction with Valley Fiber’s residential Services offering as it appears on Valley Fiber’s packaging, in sponsored advertising, on the Site, and in third party marketing materials or in any location refers to normal residential usage as described herein;

- xii. disrupt any backbone network nodes or network service, or otherwise restrict, inhibit, disrupt or impede our ability to monitor or deliver the Services, any transmissions or data;
- xiii. interfere with computer networking or telecommunications service to or from any Internet user, host, provider or network, including, without limitation, denying service attacks, overloading a service, improperly seizing or abusing operator privileges (hacking), or attempting to crash a host;
- xiv. impersonate any person or entity including, but not limited to, a forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- xv. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services or using the Equipment;
- xvi. port scan a person's computer or wireless device without that person's consent, or use any tools designed to facilitate these scans;
- xvii. use, distribute, sell, resell or otherwise exploit the Services or the Equipment for any purpose other than your own personal purposes. We provide you with the Services and Equipment for the sole purpose of use consistent with normal residential use. What is considered normal, residential use shall be in the absolute discretion of Valley Fiber, however, some examples inconsistent with normal, residential use include, but are not limited to:
 - commercial, not-for-profit, government or other similar purposes;
 - sharing or transferring your Services in a manner inconsistent with residential use without our express consent;
 - the use of a base unit at a multi-residential address for more than one single residence;
 - the use of the Service by or for others who do not reside at the Service Address;
 - calls without constant live dialogue, including as a monitor, intercom, or for transcription;
 - Unusual calling patterns such as an excessive number of calls, excessive number of unique calls, or an excessive number of short duration calls; and
 - Operating (i.e. hosting) a server in connection with the Services, including but not limited to, email, Web, news, chat, or other similar services.

Unlawful or Inappropriate Content

Valley Fiber reserves the right to move, remove or refuse to post any content, in whole or in part, that it, in its sole discretion, decides is unacceptable, undesirable or in violation of the Agreement or this AUP. This includes, but is not limited to:

- i. obscene, profane, pornographic content;
- ii. defamatory, fraudulent or deceptive statements;
- iii. threatening, intimidating, abusive or harassing statements;
- iv. content that violates the privacy rights or intellectual property rights of others;
- v. content that unlawfully promotes or incites hatred;
- vi. content that is otherwise offensive or objectionable; or
- vii. any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any municipal, provincial, federal or international law, order or regulation.

For purposes of this AUP, "content" refers to all forms of communications including, but not limited to, text, graphics (including photographs, illustrations, images, drawings, logos), executable programs, audiovisual recordings, and audio recordings.

Security

You are responsible for any misuse of the Services and/or Equipment, by you or any other person who accesses the Services through your Equipment or your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services through any means, including, but not limited to, wireless networking and wired networking. The Services may not be used to breach the security of another user or to attempt to gain access to any other person's equipment, software or data, without the knowledge and consent of such person. Additionally, the Services may not be used in any attempt to circumvent the user authentication or security of any host, network, or account, including, but not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking

tools, packet sniffers or network probing tools, is prohibited. You may not disrupt the Services. The Services also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, but not limited to, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to crash a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature is also prohibited. You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device. You agree to treat as confidential all access codes, personal identification numbers and/or other passwords that we may provide to you for use with the Services and/or Equipment.

Unsolicited Communications

As set out above, the Services and/or Equipment may not be used to send unsolicited, bulk or commercial messages or for any other unsolicited communications. This includes but is not limited to using automatic dialing and announcing devices to or otherwise make unsolicited voice or facsimile calls and bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such communications may only be directed to those who have explicitly requested it. The Services and/or Equipment may not be used to send messages to any individual who has indicated that he/she does not wish to receive messages from you. The Services and/or Equipment may not be used to collect responses from unsolicited e-mail messages sent from accounts on other Internet hosts or e-mail services that violate this AUP or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail messages may not direct the recipient to any web site or other resource that uses the Services. Forging, altering or removing e-mail headers is prohibited. You may not reference any Valley Fiber network (for example, by including Organization: Valley Fiber in the header or by listing an IP address that belongs to a Valley Fiber network) in any unsolicited e-mail even if that e-mail is not sent through a Valley Fiber network. Mail bombing is prohibited. That is, you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings. Valley Fiber is not responsible for the forwarding of e-mail sent to any account that has been suspended or terminated. Such e-mail will be returned to sender, ignored, deleted, or stored temporarily, at Valley Fiber's sole discretion.

User-Generated Content Services

“User-Generated Content (UGC) Services” or **“UGC Service”** refers to any services that allow a user to post, upload or generate content online to be shared with a limited or unlimited number of recipients and may include, but is not limited to: news groups, online forums, message boards, chat programs, wikis, photo sharing services, customer review sites, video sharing services, blogs and web hosting.

Any User-Generated Content Services accessed through the Services must be used in accordance with the following:

- i. you must comply with the written charter, policies or FAQs of any UGC Service. It is your responsibility to locate, read and understand any applicable written charter, policy or FAQ;
- ii. you may only post advertisements, solicitations, or other commercial messages in the UGC Service if that services charter, policies or FAQs explicitly permit them;
- iii. you must adhere to daily volume, file size and format restrictions of any UGC Service;
- iv. Valley Fiber has no obligation to monitor the content of any UGC Service and Valley Fiber is not liable for any claims, losses, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs and expenses arising out of or relating to the content of any such service;
- v. you must not use the UGC Service to perform flooding, which refers to deliberately repeating actions in quick succession in order to fill the screens of other Internet users with text or other content;
- vi. any computer or other device connected through the Services may not maintain more than two simultaneous chat connections including, but not limited to, the use of automated programs, such as bots or clones. Automated programs may not be used when the account holder is not physically present at the device;
- vii. you must not use the Services to send messages that disrupt another Internet user's equipment, software, hardware or user display; and
- viii. you must not forge, alter or obscure your identity (other than using a nickname) while participating in the UGC Service.

Bandwidth, Data Storage and Other Limitations

You must comply with the then current bandwidth, data storage and other limitations on your applicable Services. You must also ensure that your activity does not improperly restrict, inhibit, or degrade the Services, nor represent (in the sole judgment of Valley Fiber) an unusually large burden on our networks. In addition, you must ensure that your activity does not improperly restrict, inhibit, disrupt, degrade or impede Valley Fiber's ability to deliver the Services, and monitor and investigate the Services, backbone, network nodes, and/ or other network services or components. As described above, you may not sell, resell, share, or otherwise distribute the Services to any third parties without the express written consent of Valley Fiber. The Services and the Equipment are provided to you for personal use only. Your use of the Services may be subject to a usage limit, as set out in your Service Agreement. Any use of the Services or the Equipment in a manner inconsistent with normal, residential use for personal purposes, may result in additional charges. Specifically, Valley Fiber may, in its sole discretion, charge you the rate of any comparable commercial service plan and/or other fees and charges as published on the Site or in your Service Agreement for any time period in which your use of the Services and/or Equipment was inconsistent with normal, residential use for personal purposes.

Network Management

We reserve the right to manage our networks in order to optimize their efficiency for the benefit of our customers, including, but not limited to, by way of the following: rate limiting (speed), rejection or removal of spam or otherwise unsolicited bulk e-mail, anti-virus mechanisms, and protocol filtering. We may take any other action we deem appropriate in order to help ensure the integrity of the network experience for all customers.

Violation of this Acceptable Use Policy

As set out in the Service Agreement, we have the right, but not the obligation, to monitor or investigate any content that is transmitted using the Services and/or the Equipment; and to access or preserve content or information in accordance with the Service Agreement. We prefer to advise customers of inappropriate behavior and any necessary corrective action. However, if the Services are used in a way that we, in our sole discretion, believe violates this AUP, Valley Fiber may take any responsive actions we deem appropriate. Such actions may include, but are not limited to, temporary or permanent removal of content, cancellation of news group posts, filtering of Internet transmissions, and/or the immediate suspension or termination of all or any portion of the Services or your account. Valley Fiber will have no liability for any such responsive actions. The above-described actions are not exclusive remedies and Valley Fiber may take any other legal or technical action deemed appropriate.

General

The failure to enforce strict performance of any part of this AUP, for whatever reason or no reason, does not constitute our waiver of any provision or right. If any portion of this AUP is declared to be invalid or unenforceable, that portion will be deleted or modified, and the remaining portions will remain in full force and effect. This AUP shall be governed by and construed in accordance with the governing law provision set out in the Terms.