



Acceptable Use Policy

March 24th 2024

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Last updated: Mar 24, 2024

I. INTRODUCTION

Byte Telecommunications Inc. and its various affiliates and subsidiaries (collectively “we”, “us”, “our”) are committed to being responsible network citizens. To assist us in protecting the usefulness and enjoyment of the Internet, you agree to abide by the terms of this Acceptable Use Policy (the “AUP”). Any violation of this AUP will constitute a violation of the terms of the Terms and Conditions of Service (“Terms of Service”), which may be viewed here in English and form part of your End-User Service Agreement (“Agreement”) with us, and such violation may result in the termination of such Agreement and/or suspension of your Service thereunder.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF SERVICE AND THIS AUP, AS AMENDED FROM TIME TO TIME, YOU SHOULD IMMEDIATELY STOP USING THE SERVICES AND NOTIFY BYTETEL THAT YOU ARE TERMINATING THE SERVICES.

If you have any questions about this AUP, by one of the following means:

- Email: info@bytetel.ca;
- Telephone: 1.705.881.9004;
- Fax: 705.881.9032; or
- By writing to: ByteTel, Attention: Customer Service, PO Box 776, Waubashene, ON, L0K 2C0

For the purposes of this AUP, "Internet host" means any computer or electronic device connected to the Internet. Terms not otherwise defined in this AUP will have the meanings set out in the Terms of Service.

II. GENERAL

Your Service and equipment we provide in connection with it are solely for consumer use, and not to be used it to operate a telecommunications service provider or advertising business. Nor is it provided for commercial purposes.

Harassing or abusive language or actions, whether verbal, written or otherwise, of our employees, suppliers, agents and representatives is strictly prohibited and will not be tolerated.

We do not allow use of our Services for, and may interrupt or cancel your service if used for, any of the following:

Invading another person's privacy;

Access or attempt to access any Internet host, computer, software or data belonging to any other person without that person's authorization, or use any tools designed to facilitate such access, such as "packet sniffers";

Sending unsolicited telecommunications that either: do not clearly comply with anti-spam and unsolicited telecommunications rules, including the law known as CASI and the CRTC's UTRs; or, in our sole judgment, cause significant disruption or elicit complaints from other users. The sending of bulk unsolicited commercial email, and the use of automated dialers to make unsolicited promotional voice calls, are examples of such prohibited use.

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Restricting or inhibiting any other user from using or enjoying the network, impairing the operations or efficiency of a Service, or creating an unusually large burden on our networks.

Exceeding any limitations of the Service or any applicable and lawful requirement imposed by another provider of telecommunications services providing services that are an input into the service we provide to you.

Harassing others in any way, such as defaming, abusing, stalking, threatening or otherwise violating their legal rights.

Impersonating another, or engaging in any other fraudulent activities, such as, forging a digital or manual signature

Uploading or downloading, transmitting, posting, publishing, disseminating, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to information, software, files or other material that: (i) are protected by copyright or other intellectual property rights, without prior authorization from the rights holder(s); (ii) are defamatory, obscene, child pornography or hate literature; (iii) constitute invasion of privacy, appropriation of personality, or unauthorized linking or framing; or (iv) are otherwise unlawful.

Falsifying or deleting any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file.

Transmitting, posting, publishing, disseminating, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any files, programs or information designed to assist users in defeating copy-protection, registration and any other anti-theft mechanisms associated with commercial or shareware programs.

Transmitting, posting, publishing, disseminating, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any files, programs or information (including, without limitations, guessing programs, cracking tools or network probing tools) designed to assist users in compromising the security of the Service, our network or telecommunications services.

Transmitting, posting, publishing, disseminating, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any files, programs or information designed to assist in the fraudulent use of telecommunications services.

Interfering with computer networking or telecommunications systems and/or service to or from any Internet user, host, server or network, including but not limited to compromising the security of or tampering with system resources or accounts, denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host, disrupting sessions of other Internet users or consuming excessive amounts of central processing unit time, memory or disk space;

Using an Internet host's resources in a manner which is not authorized by its administrators. This includes mail relaying, transmitting chain letters, make-money-fast or pyramid style schemes of any sort.

Posting or transmitting any information or software which contains a virus, "cancelbot", "trojan horse", "worm" or other harmful or disruptive component.

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Unless you have purchased Services that are specifically designed and authorized to support such functionalities, operating a server in connection with the Services including but not limited to mail, news, file, gopher, telnet, chat, web, or host configuration servers, multimedia streamers, or multi-user interactive forums.

Reselling any of the Services or using the Services other than for your own personal purposes. Without limiting the foregoing, you agree that you will not use the Services to provide Internet access or any other feature of the Services to any third party.

Transmitting, posting, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any program or information constituting or encouraging conduct that would constitute a criminal offence or give rise to civil liability.

Violating or breaching any applicable laws and/or regulations.

III. INTERNET RELAY CHAT ("IRC")/CHAT

In addition to the general terms set out above, while using IRC or any other chat service, you are prohibited from conducting activities that include, but are not limited to:

Sending messages that include advertisements or commercial content of any kind in an unsolicited matter.

Attempting a "denial of service" attack either automated via a bot or conducted manually.

Additionally, while using an IRC Server or any other chat service, you must be in full compliance with the rules and regulations set out by the server administrator.

IV. NETWORK / SECURITY

In addition to the general terms set out above, you are prohibited from using the Service for activities that include, but are not limited to:

Sharing of your Account userid(s) and password(s) for the purpose of concurrent login sessions from the same Account.

Causing an Internet host to become unable to effectively service requests from other hosts.

Analyzing or penetrating an Internet host's security mechanisms.

Forging any part of the TCP/IP packet headers in any way.

Committing any act that may compromise the security of your Internet host in any way.

As further set out in your Agreement, you are solely responsible for the security of your system and Account. We will offer full co-operation with law enforcement agencies in connection with any investigation arising from a breach of this AUP.

In the event that numerous complaints are received by our staff in regards to any breaches of this AUP, at our discretion a processing fee per complaint received, in addition to an administration fee, may be applied to your Account. This remedy is in addition to any other remedy that we may apply for any single

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or repeated complaints or while we are investigating any such complaint(s), and such additional remedies may include, without limitation, suspension or termination of the provision of the Service or any part thereof to you and/or terminating the Agreement, which may be done at any time and without prior notice to you.

V. MISCELLANEOUS

We may at any time and from time to time amend this AUP by posting notice of the amended AUP on our website(s) or by sending you notice via email to the primary email account associated with your Account, and such modification shall be effective as of the earlier of the date of posting of the modified AUP or the date identified in the email, as applicable.

The AUP is governed exclusively by and construed in accordance with the laws of the province or territory in which your billing address is located, but if your billing address is outside of Canada, the AUP is governed exclusively by the laws of the province of Ontario and you submit to the jurisdiction of the courts of Ontario. If any provision in this AUP is declared to be invalid or in conflict with any such law or regulation, that provision may be deleted or modified without affecting the validity of the other provisions.

Our failure to insist upon or enforce strict performance of any provision of this AUP shall not be construed as a waiver of any provision or right.

The parties have required that this Acceptable Use Policy and all related documents be drawn up in English. Les parties ont demandé que cette Politique D'utilisation Acceptable ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.