

GPN Wireless Highspeed Internet Technology Provider Ltd. ("GPN") ACCEPTABLE USE POLICY ("AUP")

GPN's goal is to provide high quality service to our customers while protecting their privacy and security. We have established our AUP to prevent unacceptable uses of our services and equipment and to ensure that we are able to provide the level and quality of services our customers expect.

The AUP applies to all customers of GPN. "Customer" includes any organization, individual, company, or other entity and their agent or affiliate, to which GPN (directly or indirectly) provides services ("GPN").

"GPN Services" includes any GPN facilities, any equipment on GPN's side of the point of service, any equipment owned or provided by GPN, any services provided by or arranged by GPN and any service which is the subject of an agreement between GPN and the Customer, regardless of whether or not the user of GPN Services has a contract with GPN.

PROHIBITED USES

The following uses are prohibited under this AUP. The descriptions are guidelines and are not meant to be exhaustive.

Illegal/Criminal Activity

GPN Services must not be used in creating, facilitating, or attempting, the intentional or unintentional criminal or civil violation of federal, provincial or other applicable law or regulation.

Violations include:

- infringing copyrights, trademarks, trade secrets, patents or other types of intellectual property;
- posting any content that threatens, advocates, promotes or otherwise encourages violence or which provides instruction, information or assistance in causing or carrying out such violence;
- transmitting offensive materials including obscene, pornographic, indecent, hateful, defamatory or otherwise objectionable material;
- violating personal privacy.

Security and Integrity Violations

GPN Services must not be used in creating, facilitating, or attempting (successfully or unsuccessfully) the violation of the security or integrity of a network, service or other system of GPN or others.

Violations include:

- circumventing user authentication or security of any host, network or account ("cracking" or "hacking");
- interfering with service to any user, host or network ("denial of service attacks");
- falsifying addressing information including modifying header information of any TCP/IP packet or email or newsgroup posting for the purpose of concealing the sender's or recipient's identity or any other illegitimate purpose. This provision is not intended to disallow the use of aliases or anonymous remailers for any legitimate purpose;
- using GPN Services to violate the acceptable use policies or service agreements of others.

GPN may investigate incidents involving such violations and may involve and will co-operate with law enforcement if a criminal violation is suspected.

Spamming, etc.

GPN Services must not be used in sending a message (including fax and voice traffic) to any person who does not wish to receive it or with the effect of preventing fair and proportionate use of GPN Services by others, or in spamming, whether or not the quantity or quality of messages disrupts the facilities of GPN or others.

Violations include:

- sending unsolicited bulk messages (commercial advertising, unsolicited commercial messages, political tracts, announcements, etc.);
- sending messages with charity requests, petitions for signature, chain mail or financial scam related requests;
- posting a single message, or similar messages, to large numbers of newsgroups (excessive cross-posting or multiple posting, also known as "USENET spam");
- spamming indirectly through the use of other service providers or transmitting email or content through other service providers in a way which indicates in any way that GPN was involved in the transmission of such email or content;
- operating an unsecured email relay;
- posting binary files to non-binary newsgroups;
- attempting to evade filters of spamming;
- violating accepted norms of the Internet community, whether or not expressly mentioned in this AUP.

GPN Broadband's Fair Use Policy (FUP)?

As part of our ongoing commitment to provide reliable and high-quality broadband services, GPN has a Fair Use policy on its internet services. This enables us to manage the network better and ensure we can continue to deliver the best possible service at all times to all our subscribers.

A Fair Use policy means that we may introduce some form of network management against specific individuals if we feel that they are abusing their broadband usage beyond a level that would be considered reasonable. For example, using GPN's Broadband 24 hours a day, every day, to continuously download large files is not a reasonable use for a residential service.

As another example, we might also manage the GPN's Broadband service at peak times to ensure everyone is getting a stable, reliable connection across the whole network.

Residential wireless subscribers may not use their wireless connections to run programs or servers that provide network content or connectivity to any 3rd party not at the location where the connection is installed. Examples of prohibited programs include, but are not limited to, mail, FTP, HTTP, game, newsgroup, proxy, and IRC servers. DLS reminds its customers that illegally distributing copyrighted material over any medium is against Canadian or International law.

GPN'S RIGHTS

GPN reserves the right to prohibit activities that violate this AUP or may damage its reputation.

GPN will generally not monitor private electronic mail messages sent or received by its Customers but may conduct reasonable investigation of a Customer and its equipment (i) if required by law or (ii) upon reasonable suspicion of a violation of this AUP to determine if there has been a violation or (iii) when public safety may require it. GPN may at all times monitor its performance of GPN Services electronically to determine if its facilities are operating satisfactorily.

GPN may disclose Customer information or information transmitted by means of its facilities (i) to comply with legal requirements or (ii) where necessary to protect GPN and others from harm or (iii) where such disclosure is necessary to the proper operation of GPN's facilities. GPN is not obliging itself to Customer to inform the Customer that Customer's information has been disclosed or will be disclosed and in some cases may be prohibited by law from so informing.

The Customer acknowledges that GPN is unable to exercise control over the content of information passing through its facilities or carried as a result of performing GPN Services and is therefore not responsible for that content.

CONSEQUENCES

Violation of this AUP (direct or indirect, including by a third party) entitles GPN to remove immediately the offending material, establish immediate or temporary filtering, deny access, suspend or terminate GPN Services, or take any other appropriate action, as determined by GPN in its sole discretion, in addition to any remedies provided by any agreement to provide GPN Services. GPN may give notice of violations but GPN reserves the right to act without notice when necessary, as determined by GPN in its sole discretion. Nothing in this AUP is to be construed to limit GPN's actions or remedies in any way with respect to any of the foregoing activities, and GPN reserves the right to take any additional actions it may deem appropriate with respect to such activities, including without limitation, taking action to recover the cost of identifying offenders and disconnecting them from GPN Services, and charging to cover GPN's costs in the event of disconnection of dedicated access or like situation. GPN may co-operate with other service providers to discourage and resist abuses of acceptable use policies. GPN reserves the right to take corrective action upon notification to GPN of unacceptable use on other networks. GPN Services may be used to link to other networks world-wide and you agree to conform to the acceptable use policies of these networks. You agree, through your operations, not to cause disturbances, outages or other problems which may affect GPN's or any other network or network based equipment, or which may adversely affect GPN's ability to provide services.

INDEMNIFICATION

You will indemnify and hold GPN harmless from any claim brought by third parties relating to Customer's use of GPN Services. You must defend and pay all damages and costs (including legal fees) arising from such claims. You must immediately notify GPN of any claim or potential claim, within the Customer's knowledge, involving the Customer related to GPN Services. Failure to do so gives GPN the right to defend such claims at your sole cost.

INCIDENT REPORTING

To report a suspected breach of this AUP, please contact abuse@cool.ca

REVISIONS TO AUP

GPN may amend this AUP according to its services agreement(s) with you. Use of GPN Services after due notification according to those services agreement(s), will constitute your acceptance of the amended AUP.

If you have any questions regarding this AUP, please contact support@cool.ca