



## ACCEPTABLE USE POLICY

(September 22, 2024)

ONTARIO WEB / OW ISP Internet Service ("**supportONE**") has created this Acceptable Use Policy (the "**Policy**") so you will understand when and under what circumstances we may suspend or terminate your use of your Internet service (the "**Service**") and access to supportONE sites containing information and data available via your computer and/or a wireless device (the "**supportONE Sites**"). By using our Service or accessing the supportONE Sites, you consent to the acceptable use practices described in this Policy, as modified from time to time by us.

## CONTENT PROHIBITIONS

Our goal is for all of our subscribers to have an enjoyable experience every time they access the supportONE Sites or use our Service. Therefore, you may only use our Service for lawful purposes and in a manner that does not interfere with other subscribers or our systems. To assure this, we reserve the right, but are not obligated, to suspend or terminate your access to the supportONE Sites and/or your use of the Service at any time, if we determine in our sole discretion that your conduct or behavior on the supportONE Sites or our Service involves or causes:

- **Content Harmful or Offensive to Third-Parties:** Do not upload, download, post, distribute, publish, or otherwise transmit (collectively, "**Disclose**") any message, data, information, image, text or other material (collectively, "Content") that is unlawful, libelous, defamatory, slanderous, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise harmful or offensive to third parties;
- **Unlawful Content:** Do not Disclose any Content that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law;
- **Infringing Content:** Do not Disclose any Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. Infringement may result from the unauthorized copying and posting or distributing ring tones, graphics, pictures, photographs, logos, software, articles, music, or videos. By posting any Content, you represent and warrant that you have the lawful right to distribute and reproduce such Content;
- **Impersonation:** Do not impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- **Interference:** Do not do anything to interfere with other users of Services;
- **Deceptive Content or Spam:** When using email, text messaging services, or multi-media messaging services do not Disclose any deceptive Content -- such as letters relating to pyramid schemes, or communications offering or disseminating fraudulent goods, services, schemes or promotions -- or any form of unsolicited commercial email or "spam" (electronic messages sent to multiple email addresses or wireless devices where the recipient has not consented to receive such messages, except messages whose primary purpose is to facilitate, complete, confirm, provide or request information about a commercial transaction, an existing employment relationship, or an existing commercial relationship that the recipient has previously agreed to enter into with the sender).



- **Unapproved Promotions or Advertising of Goods or Services:** Without our prior written permission, do not Disclose on the Sites any unsolicited promotions of goods or services, commercial solicitation or any advertising, promotional materials or any other solicitation of other users for goods or services except in those areas (e.g., a classified bulletin board) that are designated for such purpose;
- **Off Topic Content:** Do not Disclose any Content that is off-topic according to the description of a group or list or send unsolicited mass emailing if such Content could reasonably be expected to provoke complaints from its recipients;
- **Content Harmful to Other Systems:** Do not disclose harmful Content, including without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots, or any other computer programming routines, that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information.

## NETWORK USAGE

Violations of system or network security are prohibited, and may result in criminal and civil liability. supportONE may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- **Hacking.** Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- **Interception.** Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- **Intentional Interference.** Interference with service to any user, host or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system or broadcast attacks.
- **Falsification of Origin.** Forging any TCP-IP packet header, e-mail header or any part of a message header. This prohibition does not include the use of aliases or anonymous emails.
- **Avoiding System Restrictions.** Using manual or electronic means to avoid any use limitations placed on the Services.
- **IP and MAC Address Restrictions.** Unauthorized changing of IP addresses or MAC addresses that were authenticated to you during setup.

## OUR RESPONSIBILITY

We take no responsibility and assume no liability for any Content uploaded, transmitted, or downloaded by you or any third-party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. As the provider of the supportONE Sites and Service, we are only a forum and are not liable for any statements, representations, or Content provided by our users in any public forum. It is not our intent to discourage you from taking controversial positions or expressing vigorously what may be unpopular views; however, we reserve the right to take such action as we deem appropriate in cases where the supportONE Sites or Service is used to disseminate statements which are offensive or harmful.

Please Initial



**ENFORCEMENT OF THIS POLICY**

We reserve the right, but do not assume the obligation, to strictly enforce this Policy by, without limitation, issuing warnings, suspending or terminating Service, refusing to transmit, removing, screening or editing Content prior to delivery or actively investigating violations and prosecuting them in any court or appropriate venue. We may block access to certain categories of numbers (e.g. 976, 900 and certain international destinations) or certain sites if, in our sole discretion, we are experiencing excessive billing, collection, fraud problems or other misuse of our network.

We may access, use and disclose transaction information about your use of our Service, and any Content transmitted by you via the supportONE Sites or through the Service, to the extent permitted by law, in order to comply with the law (e.g., a lawful subpoena); to enforce or apply our subscriber agreements; to initiate, render, bill, and collect for our Services; to protect our rights or property, or to protect users of our Services from fraudulent, abusive, or unlawful use of, or subscription to, our Service. INDIRECT OR ATTEMPTED VIOLATIONS OF THIS POLICY OR ANY RELATED POLICY, GUIDELINE OR AGREEMENT, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON YOUR BEHALF SHALL BE CONSIDERED VIOLATIONS OF THIS POLICY BY YOU.

**DOMAIN REGISTRATION**

supportONE will acquire, at the request of the Customer, an Internet Domain Name on behalf of the Customer. In such case the Customer hereby waives any and all claims which it may have against ONTARIO WEB / OW ISP for any loss, damage, claim or expense arising out of, or in relation to, registration of such Domain Name in any on-line or off-line network directories, membership lists or registration lists, or the release of the Domain Name from such directories or lists following the termination of services by supportONE for any reason. Any costs incurred by supportONE in obtaining or maintaining a domain name for Customer or its customers shall be at the expense of the Customer.

**YOUR RESPONSIBILITY**

You are solely liable for any transmissions you initiate through our Service or any Content you Disclose. Unless you are participating in an area of the supportONE or Service that requires or allows anonymity, you will always use your real name in online communications. You agree to indemnify and hold us harmless from any claim, action, demand, loss, or damage (including attorneys' fees) made or incurred by any third-party arising out of or relating to your violation of this Policy.

**UPDATING THIS POLICY**

We will revise and update this Policy if our practices change, as technology changes, or as we add new services or change existing ones. If we make any material changes to this Policy, we will post an "update" notice to the supportONE Sites and change the date of the Policy. You should refer back to this page for the latest information.

Please Initial



Customer's service access and/or login into their respective personal accounts shall be deemed as acceptance of the agreed upon terms and conditions stated above.

These agreements represent the complete agreement and understanding between supportONE / \_\_\_\_\_ (please fill in)

All complaints about alleged violations should be Forwarded to: support@supportONE.ca

I have read and agree to **"Acceptable Use Policy"** Of supportONE and all its terms and conditions of the above 4 pages.

Customer Full Name: \_\_\_\_\_

Witness Full Name: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Service: \_\_\_\_\_ Hosting / Programming / Web Design / Domain Name

Domain Name: \_\_\_\_\_

