

Syban Systems Ltd. Acceptable Use Policy (AUP)

Violations, queries, and information regarding the Syban Systems Ltd Acceptable Use Policy should be addressed to abuse@syban.net.

SCOPE

This document replaces all previous documents including to but not limited to previous registration agreements, online registrations, and any other method used or developed to grant access to the Syban Systems Ltd network. This Policy applies to all components of Syban Systems Ltd, including all subsidiaries, trade styles and related concerns; All customers, clients, employees, advisors, and agents of, and all authorized third parties that require the use of, and are granted access to the Syban Systems Ltd Inc. network; All Information Systems Environments operated by Syban Systems Ltd or contracted with a third party by Syban Systems Ltd. The term "Information Systems Environment" defines the total environment and includes, but is not limited to, all documentation, physical and logical controls, personnel, software, hardware (e.g. distributed, desktop, network devices), and information.

The Internet is a vast network of computers that allows an individual user on the network to share the resources of other computers. This sharing of resources creates a "community" and when you use Syban Systems Ltd to access the Internet you become a member of two communities. You become part of the community of Syban Systems Ltd, which includes our network and customers, and you become a part of the larger community of networks and users on the Internet.

Access to the Internet through Syban Systems Ltd is a privilege, not a right, and carries with it certain responsibilities and duties. Our goal in establishing this Acceptable Use Policy (AUP) is to protect both our users and the larger Internet community from the consequences of irresponsible use of Syban Systems Ltd accounts and resources. Syban Systems Ltd AUP chiefly prohibits:

- acts that are illegal.
- acts that violate generally accepted standards for online behavior.
- acts that misuse Syban Systems Ltd Inc.'s resources to the detriment of other users.

All customers, clients, and users of the Syban Systems Ltd network are required to comply with this Policy.

All violations of the Acceptable Use Policy will be reviewed for appropriate action that could include termination of access. Our failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time.

Syban Systems Ltd intends to provide its clients, customers, and users with access to everything the Internet has to offer. While Syban Systems Ltd is firmly committed to the principles of free speech, certain activities are damaging to the resources of both Syban Systems Ltd and the Internet and cannot be permitted under the guise of free speech.

The resources of Syban Systems Ltd and the Internet (general) are limited, and abuse of these resources by one user has a negative impact on the entire community.

We encourage all customers of Syban Systems Ltd. to use our services respectfully and responsibly. Any abuse or misuse of our services, Syban Systems Ltd. Equipment or our networks is a serious matter and can result in the suspension of services or the termination of your Agreement with Syban Systems Ltd. and could

lead to criminal or civil liability. Syban Systems Ltd. may take necessary measures to protect our network and its users.

You agree that you will not initiate or participate in any of the following activities through or in connection with our service. These activities constitute examples of improper use of our service and are prohibited. Engaging in one or more of these practices may result in suspension or termination of your access to and use of our service. You may not use our service in the following manners:

- In a manner which violates any law, regulation, treaty or tariff.
- In a manner which violates the rules, regulations and policies of any network, server, web site, database or service provider that you access through your Syban Systems Ltd. account.
- In a manner which is defamatory, fraudulent, indecent, offensive or deceptive.
- To threaten, harass, abuse or intimidate others.
- To damage the name or reputation of Syban Systems Ltd, its parent, affiliates and subsidiaries.
- Send any spam or commercial electronic message that violate Canada's anti-spam law (CASL), unsolicited mass distribution of e-mail or other solicitations, or otherwise unsolicited e-mail.
- Falsify customer information provided to Syban Systems Ltd. or to users of our service in connection with use of our service or impersonate someone else, including but not limited to either a Syban Systems Ltd. employee or representative.
- Engage in any of the foregoing activities by using the service of another provider but channeling such activities through a Syban Systems Ltd. account or otherwise using the services of another provider for the purpose of facilitating the foregoing activities if such use of another party's service could reasonably be expected to adversely affect our service.
- Resell, share, or otherwise distribute our service or any portion thereof to any third party, or provide network services to others via our service.
- Improperly restrict, inhibit, or degrade any other person's use of our services, or restrict, inhibit, disrupt, degrade or impede Syban Systems Ltd.'s ability to deliver our services and monitor its delivery of our services.
- Install automated search and retrieve programs or similar automated and manual routines, which generate excessive amounts of net traffic.
- Circumvent any system or network security measures including but not limited to engaging in unauthorized access or use of Syban Systems Ltd.'s or a third party's network, data or information. Users are not authorized to monitor Syban Systems Ltd.'s or third party's data, systems or network traffic. Users are prohibited from interfering with the provision of service to any user, host or network by any means.
- Engage in any other activity which is in violation of law, or threatens the integrity of any computer system, or violates generally accepted standards of Internet conduct and usage, including but not limited to denial of service attacks, web page defacement, port and network scanning and unauthorized system penetrations, installation of any computer program on a computer system without lawful authorization, causing a computer system to send any electronic message without lawful authorization, or aiding, inducing, procuring or causing any of the foregoing.

Syban Systems Ltd. reserves the right to take such action as may be necessary to protect the integrity of our network and systems and our users, including, but not limited to, limiting the amount of emails that can be sent in specific time periods, regular system monitoring, as well as port scanning and shutting down of ports affected by viruses, worms, cyber-attacks or other malicious code and disclose any information concerning users necessary to satisfy any law, regulation or lawful request.

Syban Systems Ltd. does not guarantee privacy to users of the Service. Syban Systems Ltd. therefore recommends that our service not be used for the transmission of confidential information.

BILLING

All Syban Systems Ltd Accounts are monthly accounts and are prepaid. Charges for new accounts are prorated to accommodate the billing cycle. The billing cycle runs from the 5th of the month to the 5th of the next month. Charges for terminating accounts are not prorated. Charges for usage by customer beyond the base amount of usage contained in customer's service plan shall be billed the following month along with base charges for the coming month. Volume discounts for bulk purchases of monthly connectivity services remain in effect for the total length of the term, otherwise, full fees will apply. Pre-authorized Payment by credit card or automatic bank debit is the preferred method of payment.

Payment is due by the 5th of the month or upon receipt of any invoice.

Monthly transfer is calculated as the sum of all data transferred to and from the customer's Internet connection from 12:00am on the first day of the month to 11:59pm on the last day of the month. Any amount exceeding the monthly transfer limit of the customer's package will be charged separately at \$2.00 per gigabyte over the limit of the package the customer is subscribed to on the first day of the next month. For example, transfer accrued during the month of January will be calculated and billed on February 1 based on the package the customer is subscribed to at that time. Unlimited accounts are exempt from transfer calculations.

Syban Systems Ltd may terminate any account with no refund to customer in the event of customer's breach of any of the terms or conditions contained herein. Delinquent accounts are those that remain unpaid at the beginning of the next accounting cycle and are subject to a 2% per month service charge (24 % per annum). Accounts that are delinquent for more than five days are put on "suspension pending", an email notifying of the pending service suspension is sent to the address on file. Accounts that are unpaid for ten days after due date are put on "suspension" and have their Internet service suspended. There is a service reconnection charge equal to one half the currently charged set-up fee, or ten dollars, whichever is greater, to remove accounts from accounting hold status. Syban Systems Ltd accounts continue to accrue charges while they are on hold/suspended. The account holder acknowledges responsibility for the account until payment in full is made. There is a \$40.00 charge for payment NSF. An automatic reminder has been programmed into your account to notify you when your account is about to be suspended, as well, your account has been automatically added to the Syban Systems Ltd email list for you to receive the Syban Systems Ltd newsletters and important notices pertaining to your account.

ACCOUNT CANCELLATIONS

If you want to cancel your account with Syban Systems Ltd. Cancellation requests for Syban Systems Ltd accounts must be done by calling our office, requesting cancellation, and scheduling an uninstall of the wireless equipment. Cancellation requests must be made one month prior to the next billing cycle. There are no refunds (prorated or otherwise) for unused time due to cancellation. If you are still within your contract term, there may be an additional early cancellation fee. The cancellation fee shall be calculated as \$40 per month for the remaining months of the term. This fee shall be payable within 30 days of termination and shall not exceed the total remaining monthly fees for the term. This fee may be waived at our discretion.

TECHNICAL SUPPORT

Syban Systems Ltd will only be responsible for the equipment that is included with the Syban Systems Ltd installation packages for standardized hardware. Internet software that has not been provided by Syban

Systems Ltd or systems that are not standardized are not the responsibility of Syban Systems Ltd either for support, functionality or replacement. The User agrees to obtain a basic knowledge of their computer's operating system, configuration and interface, along with a basic knowledge of the Internet and its operating principles and procedures.

PENALTIES

Abuse of the system by a user generally costs Syban Systems Ltd time, money and resources. It is not fair that this additional cost should be borne by the other customers of Syban Systems Ltd. A minimum service fee of \$500.00 will therefore be applied to the users account. Account holder and user further agree to pay Syban Systems Ltd reasonable collection and attorney fees on service charges shown, without regard to further legal action taken by Syban Systems Ltd to recover other or related consequential damages suffered by account holder or user's actions.

LIMITATION OF LIABILITY

ALL SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THESE SERVICES OR ANY INFORMATION OR SOFTWARE PROVIDED THEREBY.

Syban Systems Ltd is not responsible for Customer's files residing on the Syban Systems Ltd network. Customer is responsible for independent backup of all such data at a site determined by customer. Syban Systems Ltd cannot and does not exercise any control whatsoever over the information passing through its network or through the Internet.

Syban Systems Ltd is in no way responsible for any data loss or damage arising from viral infection from the Internet.

Syban Systems Ltd and/or contributors shall have no liability whatsoever to you for any claim(s) relating in any way to:

- Your inability or failure to perform research or related work or to work properly or completely, or any lost profits or
- Consequential, exemplary, incidental, indirect or special damages relating in whole or in part to your rights hereunder or use of, or inability to use, Syban Systems Ltd Internet Services. Syban Systems Ltd will not be responsible for any damage suffered by you, including, but not limited to, loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by its own negligence or your errors or omissions.

Use of any information obtained via Syban Systems Ltd Internet Services is at your sole risk. Syban Systems Ltd specifically disclaims any responsibility for the accuracy or quality of information obtained through Syban Systems Ltd Internet Services. As a user you are warned that some Internet sites accessible via the Syban Systems Ltd network allow posting, retrieval, and/or electronic mailing of materials that may be considered obscene or objectionable. Syban Systems Ltd is not responsible for inadvertent or deliberate access to such material and cannot prevent access of such material. It is recommended that each customer closely monitor use of his/her account especially in the case of potential use or misuse by minor children. Accounts for minor children must be opened by a parent or legal guardian with their explicit consent.

Syban Systems Ltd network services may be used only for lawful purposes. Transmittal of any material in violation of any international, federal or state regulation is prohibited. This includes, but is not limited to:

- copyrighted materials,
- material legally judged to be threatening or obscene, or material protected by trade secret or software protected by copyright.

You agree to indemnify and hold harmless Syban Systems Ltd from any claims resulting from your use of the service that damages you or another party. Any access to other networks through the Syban Systems Ltd network must comply with the rules appropriate for the other network. Violation of the rules of other networks is grounds for account cancellation.

Syban Systems Ltd and its affiliates shall not be liable under any legal theory (including tort or contract) for any direct, indirect, incidental, special or consequential damages in any way related to the product or services provided. Under no circumstances and under no legal theory, tort, contract, or otherwise, shall Syban Systems Ltd be liable to you or any other person for any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, work-stoppage, computer failure or malfunction, or any and all other commercial damages or losses, or for any damages even if Syban Systems Ltd has been informed of the possibility of such damages, or for any claim by any other party.

OPERATION

Syban Systems Ltd reserves the right to change its services without notice including but not limited to access procedures, hours of operation, menu structures, commands, documentation, and services offered.

Notice of modifications to this Acceptable Use Policy will be posted to this Syban Systems Ltd Web page.

Customers are encouraged to review the current Acceptable Use Policy on a regular basis. Customer's use of Syban Systems Ltd network after such notice shall constitute Customer acceptance of such modifications.

Customer understands that Syban Systems Ltd services may be interrupted for several reasons, including but not limited to malfunctions, maintenance, and improvement or as required to protect network resources in the event of malfunctions or misuse.

Customer understands that they may not receive advance notification of any such interruption of service. There will be no refunds for scheduled or unscheduled service interruptions of less than 24 hours duration. At its sole discretion, Syban Systems Ltd may elect to provide a pro rata or additional/extension of service refund for service interruptions of greater than 24 hours.

Syban Systems Ltd reserves the right at its sole discretion to delete any information entered into Syban Systems Ltd network computer systems by Customer. Syban Systems Ltd and its authorized representatives shall retain the right, but shall not be obligated, to review/accept/reject publicly viewable information.

Syban Systems Ltd reserves the right to delete Customer's files, including but not limited to email, for which a storage fee has not been paid and which have not been accessed for more than one (1) month. Syban Systems Ltd reserves the right to refuse and/or terminate service to anyone or any entity for any reason at its sole discretion with or without notice.

The owner of this document is the Network Operations Centre (NOC) of Syban Systems Ltd.