

# Acceptable Use Policy

## PROVIDER INFORMATION

### **TANGRAM CANADA, INC**

The Exchange Tower  
130 King Street West, Suite 1800  
Toronto, Ontario M5X 1E3  
PHONE: +1 (647) 478-5424  
FAX: +1 (866) 685-4804  
E-MAIL: [sales@tanhost.com](mailto:sales@tanhost.com)

This Acceptable Use Policy applies to all persons and entities (collectively, "customers") using the products and services of TANGRAM CANADA INC including Internet service. The policy is designed to protect the security, integrity, reliability, and privacy of both the TANGRAM CANADA INC network and the products and services TANGRAM CANADA INC offers to its customers. TANGRAM CANADA INC reserves the right to modify this policy at any time, effective immediately upon posting of the modification on our website. Your use of TANGRAM CANADA INC.'s products and services constitutes your acceptance of the Acceptable Use Policy in effect at the time of your use. You are solely responsible for any and all acts and omissions that occur during or relating to your use of the service, and you agree not to engage in any unacceptable use of the service.

### **What Uses are Prohibited?**

Unacceptable use includes, but is not limited to, any of the following:

1. Posting, transmission, re-transmission, or storing material on or through any of TANGRAM CANADA INC.'s products or services, if in the sole judgment of TANGRAM CANADA INC such posting, transmission, retransmission or storage is: (a) in violation of any local, provincial, federal, or foreign law or regulation (including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations); (b) threatening or abusive; (c) obscene; (d) indecent; or (e) defamatory. Each customer shall be responsible for determining what laws or regulations are applicable to his or her use of the products and services.

2. Installation or distribution of "pirated" or other software products that are not appropriately licensed for use by customer.

3. Deceptive marketing practices.

4. Actions that restrict or inhibit anyone - whether a customer of TANGRAM CANADA INC or otherwise - in his or her use or enjoyment of TANGRAM CANADA INC's products and services, or that generate excessive network traffic through the use of automated or manual routines that are not related to ordinary personal or business use of Internet services.

5. Introduction of malicious programs into the TANGRAM CANADA INC network or servers or other products and services of TANGRAM CANADA INC (e.g., viruses, trojan horses and worms).

6. Causing or attempting to cause security breaches or disruptions of Internet communications. Examples of security breaches include but are not limited to accessing data of which the customer is not an intended

### **TANGRAM CANADA INC**

recipient, or logging into a server or account that the customer is not expressly authorized to access. Examples of disruptions include but are not limited to port scans, flood pings, packet spoofing and forged routing information.

7. Executing any form of network monitoring that will intercept data not intended for the customer.  
Acceptable Use Policy

8. Circumventing user authentication or security of any host, network or account.

9. Interfering with or denying service to any user other than the customer's host (e.g., denial of service attack).

10. Using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable a user's terminal session.

11. Failing to comply with TANGRAM CANADA INC.'s procedures relating to the activities of customers on TANGRAM CANADA INC. owned facilities.

12. Furnishing false or incorrect data on the order form contract (electronic or paper) including fraudulent use of credit card numbers or attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization or other methods to document "use" of TANGRAM CANADA INC.'s products or services.

13. Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material, who were not previous customers of the customer or with whom the customer does not have an existing business relationship (e.g., E-mail "spam"); or distributing, advertising or promoting software or services that have the primary purpose of encouraging or facilitating unsolicited commercial E-mail or spam.

14. Harassment, whether through language, frequency, or size of messages.

15. Unauthorized use or forging of mail header information.

16. Solicitations of mail or any other E-mail address other than that of the poster's account or service, with the intent to harass or collect replies.

17. Creating or forwarding "chain letters" or other "pyramid schemes" of any type.

18. Pyramid Schemes: A get-rich scheme in which you receive a message containing a list of names. Recipients are expected to send money to the first person on the list, cross the first name off, add their name at the bottom and distribute copies of the message.

Chain letters are letters which promise a phenomenal return on a small effort. The simplest form of a chain letter contains a list of x people. You are supposed to send something to the top person on the list. Then you remove the top person on the list, sliding the second person into the top position, add yourself in the bottom position, make y copies of the letter, and mail them to your friends. The promise is that you will eventually receive  $y^{**x}$  somethings in return.

19. Use of unsolicited E-mail originating from within the TANGRAM CANADA INC network or networks of other Internet Service Providers on behalf of or to advertise any service hosted by TANGRAM CANADA INC or connected via the TANGRAM CANADA INC network.

20. Exporting, re-exporting, or permitting downloads of any content in violation of the export or import laws of Canada or without all required approvals, licenses and exemptions. No failure or delay in exercising or enforcing this policy shall constitute a waiver of the policy or of any other right or remedy. If any provision of this policy is deemed unenforceable due to law or change in law, such a provision shall be disregarded and the balance of the policy shall remain in effect.

### **Abusable Resources**

Upon notification of the existence of an abusable resource (e.g., open news server, unsecured mail relay, or smurf amplifier), the customer shall immediately take all necessary steps to avoid any further abuse of such

**TANGRAM CANADA INC**

resource. Any abuse of an open resource that occurs after the customer has received such notification shall be considered a violation of this policy and enforced as such.

**Enforcement**

TANGRAM CANADA INC may immediately suspend and/or terminate the customer's service for violation of any provision of this policy upon verbal or written notice, which notice may be provided by voicemail or E-mail.

Prior to suspension or termination, TANGRAM CANADA INC attempts to work with our customers to cure violations of this policy and ensure that there is no re-occurrence; however, TANGRAM CANADA INC reserves the right to suspend or terminate based on a first offense

**Privacy Notice**

TANGRAM CANADA INC makes no guarantee of confidentiality or privacy of any information transmitted through or stored upon TANGRAM CANADA INC technology, and makes no guarantee that any other entity or group of users will be included or excluded from TANGRAM CANADA INC.'s network. In addition, TANGRAM CANADA INC may periodically monitor transmissions over its network for maintenance, service quality assurance or any other purpose permitted by Law.

AGREED AND ACCEPTED BY:

Company Name:
Per:
Contact Name:
Title:
Authorized Signing Authority
Date:

Please sign and return to **TANGRAM CANADA INC** two (2) original signed copies of this Agreement Form to **TANGRAM CANADA INC.** with a fax to +1 (866) 685-4804 or a scan by email to: [sales@tanhost.com](mailto:sales@tanhost.com)