

## **Total Web Solutions Acceptable Usage Policy**

### **1 Policy**

This Acceptable Usage Policy sets out the rules which apply to use of our broadband internet connection services including your responsibilities, and permitted and prohibited uses of those services. Compliance with this Policy ensures you may continue to enjoy and allow others to enjoy optimum use of our Internet Services.

### **2 Responsibilities**

You are responsible for your actions on our network and systems you access through your Internet Service. If you act recklessly or irresponsibly in using your Internet Service or your actions endanger any person or the integrity or security of our Network, systems or equipment, your access may be restricted, suspended or terminated, without prior notice. In particular, you agree that you will not use, attempt to use or allow your Internet Service to be used to:

- 2.1 store, send or distribute any content or material which is restricted, prohibited or otherwise unlawful under any applicable law or which is likely to be offensive or obscene to a reasonable person;
- 2.2 store, send or distribute confidential information, copyright material or other content which is subject to third party intellectual property rights, unless you have a lawful right to do so;
- 2.3 do anything, including store, send or distribute material which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings;
- 2.4 do any other act or thing which is illegal, fraudulent or otherwise prohibited under any applicable law or which is in breach of any code, standard or content requirement of any other competent authority;
- 2.5 do anything, including store, send or distribute material, which interferes with other users or restricts or hinders any person from accessing, using or enjoying the Internet, our Services, Network or systems;
- 2.6 forge header information, email source address or other user information;
- 2.7 access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network;
- 2.8 compromise the security or integrity of any network or system including our Network;
- 2.9 access, download, store, send or distribute any viruses or other harmful programs or material;
- 2.10 send or distribute unsolicited advertising, bulk electronic messages or otherwise breach your spam obligations set out in clause 4, or overload any network or system including our Network and systems;
- 2.11 use another person's name, username or password or otherwise attempt to gain access to the account of any other Customer;
- 2.12 tamper with, hinder the operation of or make unauthorised modifications to any network or system; or
- 2.13 Authorise, aid, abet, encourage or incite any other person to do or attempt to do any of the above acts.

### **3 SPAM**

Also known as junk mail or Unsolicited Commercial Email (UCE), the term "spam" refers to submitting a commercial email to a large number of recipients who have not requested or opted to receive it and have no reasonable expectation to receiving email from the sender. Email sent by a company or an organisation with whom the recipient has established a relationship or which was requested or accepted (opt-in requirement) by the recipient is not considered spam.

Spamming is not only harmful because of its negative impact on attitudes toward Total Web Solutions, but also because it can overload Total Web Solutions and its Broadband Infrastructure Providers network and disrupt service to Total Web Solutions' subscribers.

As a user of a Total Web Solutions email service platforms You must:

- 3.1 Include a conspicuous notice identifying the message as an advertisement or a commercial solicitation;
- 3.2 Provide a valid physical postal address in each email you send;

- 3.3 Include a valid email address or an unsubscribe link allowing the recipient to opt-out, either by replying to a valid return address, or by using an Internet based unsubscribe mechanism;
- 3.4 Process opt-out requests for at least 30 days after the sending of the commercial email and stop sending email to the requestor within 10 business days upon request;
- 3.5 Set up and provide Total Web Solutions with a valid "abuse" email address in order to process any SPAM positive complaint.
- 3.6 Comply with any regulation in force that covers direct marketing regulations You may not:
- 3.7 Include false, deceptive or misleading header information, including a false domain name or address;
- 3.8 Send emails with a false, deceptive or misleading subject line;
- 3.9 Include sexually explicit content in your email;
- 3.10 Add an address into your list without the subscriber's permission;
- 3.11 Maintain an email address in your list for which an opt-out request has been received;
- 3.12 Use lists older than 6 months without obtaining a confirmation of the subscriber's permission;
- 3.13 Harvest email addresses from websites or web services;
- 3.14 Generate email address by using a dictionary attack combining letters and numbers into multiple permutations;
- 3.15 Use scripts or automated ways to register for multiple email or user accounts to send commercial emails;
- 3.16 Relay emails through a computer or network without permission;
- 3.17 Use your subscription form to subscribe users for an unrelated list or to send them content differing from the one they have agreed to;
- 3.18 send emails with added words/characters in an attempt to bypass Bayesian filters;
- 3.19 Send, or attempt to send, Spam of any kind from third-party networks using a return email address that is hosted on the Total Web Solutions Network, or referencing an email address hosted on the Total Web Solutions Network;
- 3.20 Send email messages which result in complaints from the recipient or from the recipient's email provider, or which result in blacklisting of the sender's email address or mail server;
- 3.21 Send email messages which are excessive and/or intended to harass or annoy others;
- 3.22 Continue to send email to a recipient that has indicated that he/she does not wish to receive it;
- 3.23 Take any actions intended to cloak the Customer's identity or contact information, including but not limited to intentionally omitting, deleting, forging or misrepresenting message headers or return addresses;
- 3.24 Take any other action that results in blacklisting of the sender's email address or mail server, or negatively impacts other Customers who use the Email service. In the absence of positive, verifiable proof to the contrary by a Customer, Total Web Solutions will consider complaints by recipients of emails to be conclusive that the recipient did not subscribe or otherwise request the email(s) about which a complaint was generated.

#### **4 Bulk Email**

The use of our network to send bulk email whether opt-in or otherwise, and the use of bulk email to promote a site on our network is strictly forbidden. Only users with a valid email account are permitted to send "opt-in" bulk email. If such email is reported to us as being spam, we will take appropriate action as described above. Our bulk mail rules also apply to mailing lists or mailing services you may contract with. The policy is stated as follows:

#### **5 Excessive use**

You must use your Internet Service in accordance with any download or capacity limits stated in the specific plan that you subscribe to for the use of that Service. We may limit, suspend or terminate your Internet Service if you unreasonably exceed such limits or excessively use the capacity or resources of our Network in a manner which may hinder or prevent us from providing services to other customers or which may pose a threat to the integrity of our Network or systems.

If Total Web Solutions determines that excessive bandwidth, disk space utilisation or high CPU loads are adversely affecting Total Web Solutions ability to provide service to other users, Total Web Solutions may take immediate action. Total Web Solutions will attempt to notify the account owner as soon as possible.

## **6 Illegal Use**

The Total Web Solutions network may only be used for lawful purposes. For example, Customers may not use the Total Web Solutions Network to create, transmit, distribute, or store content that:

- 6.1 violates a trademark, copyright, trade secret or other intellectual property rights of others,
- 6.2 violates export control laws or regulations,
- 6.3 violates the privacy, publicity or other personal rights of others,
- 6.4 impairs the privacy of communications,
- 6.5 contains obscene, offensive, unlawful, defamatory, harassing, abusive, fraudulent, or otherwise objectionable content as reasonably determined by Total Web Solutions,
- 6.6 encourages conduct that would constitute a criminal offence or give rise to civil liability,
- 6.7 constitutes deceptive online marketing,
- 6.8 causes technical disturbances to the Total Web Solutions Network, its affiliated networks, or the network used by Customers to access the Email service., or
- 6.9 violate the policies of such networks, including, but not limited to, intentional introduction of any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system or data, or
- 6.10 assists, encourages or permits any persons in engaging in any of the activities described in this section. If Customer becomes aware of any such activities, Customer is obligated to immediately notify Total Web Solutions and take all other appropriate actions to cause such activities to cease.

## **7 Consequences of Unacceptable Use**

Total Web Solutions reserves the right to suspend or terminate Customer's access to the Email Service and/or internet service upon notice of a violation of this policy. If Total Web Solutions believe that the policy has been breached or the integrity of the network and/or the performance of others users are at risk, then Total Web Solutions will contact the customer with notice of its intent or to notify the customer of the breach of the policy.

## **8 Administration of Policy**

The Customer understands that the administration of this policy requires the exercise of discretion and judgment by Total Web Solutions. Total Web Solutions agrees to exercise good faith in its administration of this policy and in making determinations under the policy.