

# SWIFT INTERNET ACCEPTABLE USE POLICY

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## INTRODUCTION

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Swift Internet Inc. (“Swift Internet”) is committed to being the best possible network citizen. This means playing our part to maximize the usefulness, functionality and enjoyment of the Internet. In order to fulfill these goals, we require every person who uses the Services, Equipment and / or the Website, as defined below, to comply with the terms of this Acceptable Use Policy (“AUP”).

Throughout the AUP, all capitalized terms have the meaning defined in the Service Terms. For additional clarity:

- “I”, “me”, “you”, “your” and “yours” refer to you but also to persons that you authorize to use the Service or act as your agent with regard to the Service;
- “us”, “we”, “our” or “ourselves” means Swift Internet;

If you do not agree to be bound by this AUP, as amended from time to time, you must immediately stop using the Services, Equipment and / or Website and notify Swift Internet that you are cancelling the Services, pursuant to the Service Terms and any applicable Service Agreements.

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## PROHIBITED ACTIVITIES

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When using the Services, Equipment and / or Website, you are prohibited from, and you are prohibited from assisting others from, using, enabling, facilitating, or permitting the use of any Services, Equipment and / or Website for:

- a) uses or purposes contrary to applicable laws and regulations;
- b) any illegal or criminal purpose including but not limited to acts relating to: harassment/stalking, child pornography, obscenity, uttering threats, communicating hatred, fraud, hacking or unauthorized use of a computer and mischief relating to data;
- c) uses that give rise to civil liability or that violate the rights of Swift Internet or any third party, including, but not limited to violations of rights relating to: copyright infringement, trademark infringement, patent infringement, misappropriation of trade secrets and defamation;
- d) invading, breaching or undermining the privacy of other Internet users;
- e) using harassing or abusive language or actions, whether verbal, written or otherwise, with: our employees, suppliers, agents, representatives and any Internet users or groups;
- f) restricting or inhibiting any other user from using or enjoying the Internet;
- g) impersonating other subscribers of ours and engaging in fraudulent activities, including but not limited to, forging anyone’s digital or manual signature;

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- h) using, reproducing, distributing, selling, reselling or otherwise exploiting the Services or content we provide or which you obtain through the Services for any commercial purposes without our express written consent;
- i) copying, distributing, sub-licensing or otherwise making available any software or content we provide or make available to you or which you obtain through the Services, except as authorized by us;
- j) transmitting content including, without limitation, unsolicited messages (i.e. Spam) that, in our sole judgment, causes interference with, or disruption of, Swift Internet's network or the Internet or the use or enjoyment of the Internet by other end-users, whether intentional or unintentional;
- k) interfering or attempting to interfere with computer networking or telecommunications systems and/or service to or from any Internet user, host, server or network, including but not limited to compromising the security of, or tampering with, system resources or accounts, denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host, disrupting sessions of other Internet users or consuming excessive amounts of central processing unit time, memory or disk space;
- l) consuming excessive amounts of bandwidth in a manner that interferes with computer networking or telecommunications systems and/or service to or from any Internet user, host, server or network;
- m) accessing or attempting to access any Internet host, computer, software or data belonging to any other person without that person's authorization, or using any tools designed to facilitate such access, such as "packet sniffers";
- n) transmitting, posting, publishing, disseminating, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any files, programs or information (including, without limitations, guessing programs, cracking tools or network probing tools) designed to assist users in compromising the security of the Service, the Swift Internet network or telecommunications services.
- o) transmitting, posting, publishing, disseminating, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any files, programs or information that is harmful or disruptive (including, without limitations, viruses, "cancelbots", "trojan horses" and "worms") even if the purpose is to test or analyze a host's security mechanisms;
- p) attempting to receive any Services without paying the applicable Fees;
- q) modifying or disassembling Services or Equipment;

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- r) changing any Identifier issued by Swift Internet without Swift Internet's consent or otherwise forging or manipulating Identifiers for a malicious or improper purpose or to disguise the origin of any content transmitted through the Services;
- s) using an Internet host's resources in a manner that is not authorized by its administrators. This includes mail relaying, transmitting chain letters, make-money-fast or pyramid style schemes of any sort;
- t) unless you have purchased Services that are specifically designed and authorized to support such functionalities, operating a server in connection with the Services including but not limited to mail, news, file, gopher, telnet, chat, web, or host configuration servers, multimedia streamers, or multi-user interactive forums.

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### GENERAL TERMS

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#### **How does Swift Internet respond to violations of the AUP?**

In accordance with the Service Terms, Swift Internet can restrict, block, suspend, disconnect or terminate any Services or the Agreement for cause if the AUP is violated. Swift Internet may also take any other measures that are necessary to address a violation of the AUP to the maximum extent permitted by law including, without limitation, temporary or permanent removal of content, cancellation of newsgroup posts and/or filtering of Internet transmissions.

Swift Internet will assess the circumstances giving rise to the breach before making a determination.

#### **Will Swift Internet change the AUP?**

We may at any time and from time to time amend this AUP by posting notice of the amended AUP on our website(s) or by sending you notice via email to the primary email account associated with your account, and such modification shall be effective as of the earlier of the date of posting of the modified AUP or the date identified in the email, as applicable.

#### **What laws apply to the AUP?**

The AUP is governed exclusively by and construed in accordance with the laws of the Province of British Columbia and federal laws of Canada Applicable therein.

#### **Where should complaints relating to breaches of the AUP be directed?**

Please direct any complaints relating to violations of this AUP to [contact@swiftinternet.ca](mailto:contact@swiftinternet.ca) or contact us at 1-250-402-9420.