

ACCEPTABLE USE POLICY

1. General Information. As a provider of Internet/World Wide Web access, website hosting, and other Internet-related services, ARMADA DATA CORPORATION (the “**Company**”) offers its customers, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. The Company reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, the Company has developed this Acceptable Use Policy (“**AUP**”), which supplements and explains certain terms of each customer’s respective terms of service agreement and is intended as a guide to the customer’s rights and obligations when utilizing the Company’s services. This AUP will be revised from time to time. A customer’s use of the Company’s services after changes to the AUP are posted on the Company’s website will constitute the customer’s acceptance of any new or additional terms of the AUP that result from those changes.
2. Scope. This AUP governs the usage of the Company’s products and services (the “**Services**”). This AUP is incorporated by reference into each contract the Company enters into with a customer (each, a “**Customer**”) for the use of such Services. The Company may modify this AUP at any time without notice. In addition, this AUP is incorporated by reference into all Terms of Service Agreements of the Company.
3. Purpose. The purpose of this AUP is to enhance the quality of the Services and to protect the Company’s customers, and the Internet community as a whole, from illegal, irresponsible, or disruptive Internet activities. This AUP applies to each Customer and its employees, agents, contractors or other users of such Customer who obtain Services from the Company (each such person being a “**User**”).
4. Prohibited Uses. Customers and Users may not:
 - a. Utilize the Services to send unsolicited bulk and/or commercial messages over the Internet (known as “spam” or “spamming”). It is not only harmful because of its negative impact on consumer attitudes toward the Company, but also because it can overload the Company’s network and disrupt service to its Customers. Maintaining an open SMTP relay is prohibited. Any direct action, configuration, or setting that causes excessive outbound email traffic is subject to review and possible action. When a complaint is received, the Company has the absolute and sole discretion to determine from all of the evidence whether the email recipients were from an “opt-in” email list, or whether the outbound email traffic generated from an account is suitable for a shared hosting environment.
 - b. Utilize the Services in connection with any illegal activity. Without limiting the general application of this rule, Customers and Users may not:
 - i. Utilize the Services to copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization;
 - ii. Utilize the Services to misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party;
 - iii. Utilize the Services to traffic in illegal drugs, illegal gambling, obscene materials or other any products or services that are prohibited under applicable law;
 - iv. Utilize the Services to export encryption software to points outside Canada in violation of applicable export control laws;
 - v. Utilize the Services to forge or misrepresent message headers, whether in whole or in part, to mask the originator of the message; or
 - vi. Utilize the Services in any manner that violates applicable law.

- c. Utilize the Services in connection with any tortious or actionable activity. Without limiting the general application of this rule, Customers and Users may not:
 - i. Utilize the Services to publish or disseminate information that (A) constitutes slander, libel or defamation, (B) publicizes the personal information or likeness of a person without that person's consent or (C) otherwise violates the privacy rights of any person. Utilize the Services to threaten persons with bodily harm, to make harassing or abusive statements or messages, or to solicit the performance of acts or services that are illegal under applicable law.
 - ii. Utilize the Services in connection with any other disruptive or abusive activity. Without limiting the general application of this rule, Customers and Users may not:
 - a. Utilize the Services to cause denial of service attacks against the Company or other network hosts or Internet users or to otherwise degrade or impair the operation of the Company's servers and facilities or the servers and facilities of other network hosts or Internet users; or
 - b. Post messages or software programs that consume excessive CPU time, or storage space, or network bandwidth; or
 - c. Utilize the Services to offer mail services, mail forwarding capabilities, POP accounts or auto responders other than for the User's own account; or
 - d. Utilize the Services to resell access to CGI scripts installed on the Company's servers; or
 - e. Utilize the Services to subvert, or assist others in subverting, the security or integrity of any the Company systems, facilities or equipment; or
 - f. Utilize the Services to gain unauthorized access to the computer networks of the Company or any other person; or
 - g. Utilize the Services to provide passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code; or
 - h. Utilize the Services to (A) forge the signature or other identifying mark or code of any other person, (B) impersonate or assume the identity or any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the User (excluding the use of anonymous re-mailers or Internet nicknames); or
 - i. Utilize the Services to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Services; or
 - j. Utilize the Services to conduct port scans or other invasive procedures against any server (except any server for which the User is an authorized system administrator); or
 - k. Utilize the Services to distribute, advertise or promote software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or Spam; or
 - l. Utilize the Services to solicit or collect, or distribute, advertise or promote, e-mail address lists for the purpose of encouraging or facilitating unsolicited commercial e-mail or Spam; or

- m. Utilize the Services in any manner that might subject the Company to unfavourable regulatory action, subject the Company to any liability for any reason, or adversely affect the Company's public image, reputation or goodwill, including, without limitation, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by the Company in its sole discretion; or
- n. While on a shared hosting platform, utilize, operate, enable, execute, compile, upload or publicly store source code, executable code, programs, or software packages designed to perform tasks not directly associated with website/email hosting, including, without limitation, (A) directly opening any listening port, (B) starting any 'daemon' process, (C) performing local/remote security scans, (D) simulating local shell/OS access by means of a tunneled/encapsulated connection to a remote host, (E) circumventing firewall restrictions, (F) connecting to any IRC/Peer to Peer file sharing server/network, (G) providing 'tracker' services to 'BitTorrent' clients and/or (H) exploiting web browser vulnerabilities, as determined by the Company in its sole discretion; or
- o. Attempt to attack, disrupt, or abuse the support- and contact-related mechanisms of the Company, including, but not limited to, telephone lines, email addresses, fax lines, bulletin boards or contact/signup forms; or
- p. Utilize the Services in any other manner to interrupt or interfere with the Internet usage of other persons;

5. Violations

- a. Disclaimer. The Company expressly disclaims any obligation to monitor its Customers and other Users with respect to violations of this AUP. The Company has no liability or responsibility for the actions of any of its Customers or other Users or any content any User may post on any website.
 - b. Remedies. If the Company learns of a violation of this AUP, the Company will respond to the applicable Customer and may, in the Company's sole discretion, take any of the following actions, in accordance with the severity and duration of the violation:
 - i. Warning the Customer; and/or
 - ii. Suspending the offending Customer from the Services; and/or
 - iii. Terminating the offending Customer from the Services; and/or
 - iv. Imposing fees or charges on the offending Customer account in accordance with the applicable service contract; and/or
 - v. Removing the offending content; and/or
 - vi. Taking other action in accordance with this AUP, the applicable service contract or applicable law.
6. Reservation of Rights. The Company reserves the right to cooperate with appropriate legal authorities in investigations of claims of illegal activity involving the Company's Services, Customers and other Users. The Company reserves all other rights to respond to violations of this AUP to the extent of applicable law and in accordance with any applicable contractual obligations. The Company may utilize technical means to monitor communications into, and out of, its network facilities to prevent the introduction of viruses or other hostile code, to prevent intrusions and otherwise to enforce this AUP and each Customer agrees that the Company is authorized to monitor its communications through the Company's network for such purposes.