

**PART I - GENERAL****Service Agreement**

1. This Acceptable Use Policy constitutes part of any agreement (the "**Service Agreement**") between HCE Telecom Inc. ("**Supplier**") and the Customer identified in the Agreement ("**Customer**") which expressly incorporates by reference this Acceptable Use Policy. The Service Agreement provides for the provision by the Supplier to the Customer of those telecommunication and related services identified in the Service Agreement (the "**Services**").

**Additional Definitions**

2. Terms used and not defined herein shall have the meanings given thereto elsewhere in the Service Agreement. Unless otherwise expressly defined in the Service Agreement, words having well known technical or trade meanings within the telecommunications industry shall be so construed. "Including" means "including without restricting the generality of the foregoing howsoever". "Person" includes a natural person and any other legal entity.

**PART II - USE OF SERVICES****Compliance Required**

3. This Acceptable Use Policy provides certain specific terms and conditions that relate to the use of the Services and which must be complied with by Customer in using the Services.

**Content**

4. For the purposes of this Acceptable Use Policy, "**Content**" means content, products and services available with or through the Services.

of the Service Agreement;

**Unacceptable Use of Services**

5. When using the Services, Supplier's Network, Supplier's facilities or any equipment, products, Content, applications or services provided or used by Supplier or in relation to the Services howsoever, Customer shall not, and Customer shall not allow, incite or encourage anyone to use, intend or attempt to use or allow the use of any of the Services:

(i) in a manner contrary to the provisions or intent of the Service Agreement;

(ii) to commit or facilitate a violation of this Acceptable Use Policy;

(iii) to use of the Services contrary to any municipal, provincial, federal, national or international law, order, rule or regulation or contrary to the decisions, orders, policies or other requirements of the Canadian Radio-television and Telecommunication Commission or of any other regulatory body with jurisdiction over the Services, Supplier or Customer;

(iv) to invade another Person's privacy; to impersonate another Person or appropriate another Person's identity (*i.e.* engage in "**identity theft**" in any of its forms); to falsely state or misrepresent a Person's affiliation with another Person; to participate in any fraudulent activities as regards a Person, including impersonating any Person or forging any Person's digital or manual signature;

(v) to post, use, transmit, distribute, publish, disseminate, reproduce, retrieve, upload, download, store or otherwise make available in any way whatsoever: (1) any Content which is illegal, unlawful, threatening, harassing, hateful, bullying, stalking, abusive, profane, pornographic, obscene, libelous, slanderous, defamatory, terrorist, fraudulent, deceptive or otherwise offensive or objectionable or (2) any Content which is, or encourages conduct that would constitute, a criminal offence or give rise to civil liability or (3) any Content which violates, infringes, misappropriates or otherwise encroaches on the patent, copyright or other intellectual property rights of others or (4) any information, software or other material which is confidential, protected by patent, copyright or other intellectual, property, proprietary or contractual right (such as a confidentiality agreement), or related derivative works, without obtaining permission of the owner or beneficiary of the particular right;

(vi) to use the Services to access any computer, computer systems, software, data or any confidential, copyright protected or patent protected material or personal information of any other Person without the knowledge and consent of such Person, make unauthorized attempts to gain access to any account, information or computer resource not belonging to Customer (that is to engage in "**hacking**", "**spoofing**", "**phishing**", "**carding**" or "**pharming**" in any of their forms) or otherwise gain unauthorized access to, alter or destroy any information of another Person by any means or device or use tools (such as "**packet sniffers**") designed to facilitate the foregoing;

(vii) to disrupt Supplier's network or the nodes or services thereof or, directly or indirectly, use the Services to restrict, inhibit or otherwise interfere with the ability of Supplier to deliver or monitor the services provided by Supplier or with any other Person using the products or services of Supplier or the Internet including, without limitation, knowingly posting, uploading, transmitting or otherwise making available any information or software which contains a **virus**, **lock**, **key**, **bomb**, **worm**, **cancelbot**, **corrupt file**, **Trojan horse** or other harmful, limiting, debilitating, corruptive, misdirecting, disruptive or destructive code or feature or engage in unauthorized linking or framing (*i.e.* engage in a "**denial of service attack**" in any of its forms) or otherwise corrupting, compromising or creating an unusually large burden on Supplier's networks;

(viii) to send unsolicited e-mail (*i.e.* engage in "**spamming**" in any of its forms), send large quantities of unwanted or unsolicited e-mail messages (*i.e.* engage in "**mail bombing**" in any of its forms) or VoIP messages (*i.e.* engage in "**voicecasting**" in any of its forms), attempt to overload a

system (i.e. engage in flooding in any of its forms), participate in broadcast attacks, interfere howsoever with service to or by any user, host or network, engage in counterfeit, fraudulent, subterfuge or malicious activities (including “**splogging**” in any of its forms), make inappropriate postings to news groups, send false commercial messages or engage in any other abuse of e-mail or news group servers or otherwise interfere howsoever with the provision by Supplier of any of its services to any other of its customers;

**(ix)** to interfere with computer networking or telecommunications service to or from any Internet user, host, provider or network, (including “**denial of service attacks**” in any of its forms), overloading a service, improperly seizing or abusing operator privileges (i.e. engage in “**hacking**” in any of its forms), or attempting to “**crash**” a host;

**(x)** to use the Services to perform “**flooding**” (being deliberately repeating actions in quick succession in order to fill the screens of other Internet users with text or other content or to otherwise disrupt the internet services to other internet users; or to monitor or “**crawl**” a system so that such system is impaired or disrupted;

**(xi)** to use any computer or other device connected through the Services to maintain more than two simultaneous chat connections including, without limitation, the use of automated programs (such as “**bots**” or “**clones**”) or use the Services for simultaneous sessions using the same User ID or password . Automated programs may not to be used by Customer;

**(xii)** to forge, alter or obscure headers (including IP packet and e-mail headers) or any part of a message describing its origin or route or otherwise manipulate identifiers in order to disguise your identity or the origin of any content transmitted through the Services or for any other purpose;

**(xiii)** to port scan a Person's computer or wireless device without that Person's consent, or use any tools designed to facilitate such scans;

**(xiv)** to send messages that disrupt another Internet user's equipment, software, hardware or user display;

**(xv)** to obtain or attempt to obtain products or services from Supplier or anyone else by any means or device with intent to avoid payment therefor or to exceed access, usage or storage limits or quotas;

**(xvi)** unless permitted by the Service Agreement, to sell, resell or make, directly or indirectly howsoever, any of the products or services received from Supplier available to any third party.

**(xvii)** to permit any third party to gain access to the termination equipment of Supplier; or to permit any third party to gain access to the termination equipment of Customer for the purpose of obtaining access to Supplier's network for the purpose of obtaining any of the products or services of Supplier, whether directly or indirectly;

**(xviii)** to alter, reproduce or tamper with the Services or any function, component or identifier of equipment (such as the Electronic Serial Number (ESN) or the International Mobile

Equipment Identity (IMEI)) that is not meant to be altered, reproduced or tampered with, or forge any part of the TCP/IP packet headers in any way;

**(xix)** to reverse engineer, disassemble or decompile the Services or software or hardware included in or used in relation to the Services;

**(xx)** to engage in any activities that deny, disrupt or misdirect service to or use of service by any customer or end-user of Supplier;

**(xxi)** to engage in account sharing, including permitting third parties to use Customer's service account or password;

**(xxii)** to operate a server in connection with the Services, including, without limitation, mail, news, file, gopher, telnet, chat, Web, or host configuration servers, multimedia streamers or multi-user interactive forums;

**(xxiii)** to access the Internet via the Services using Internet Protocol (IP) addresses other than the IP address(es) assigned to Customer by Supplier;

**(xxiv)** to violate or circumvent any system or network security measures including engaging in unauthorized access or use of Supplier's or a third party's network, data or information;

**(xxv)** to use another service provider's mail server to relay mail;

**(xxvi)** to participate in any illegal soliciting or gaming schemes;

**(xxvii)** to analyze or penetrate Supplier's security mechanisms or do anything that may compromise the security of Supplier's networks or systems in any way

**(xxviii)** to use the Services for long distance calls made using call forwarding and three-way calling features, for call centre, call back or call sell (telemarketing) services, for bulk faxing or for multi-party conference calls (unless Customer has subscribed to a conferencing service provided by Supplier);

**(xxix)** to operate network services like open proxies, open mail relays, or open recursive domain name servers;

**(xxx)** to gain or attempt to gain unauthorized access to any portion of the Services or any system relating to the Services, whether through hacking, password mining, or any other means;

**(xxxi)** to hack, destabilize, adapt the Services, or alter another website to falsely imply it is affiliated with the Services or Supplier; or

**(xxxii)** to engage in any activity which Supplier advises Customer is, in the sole and unfettered discretion of Supplier, similar to any of the foregoing or is reasonably and generally regarded in the industry to be an unacceptable use of telecommunications services or is otherwise unacceptable use of the Services; and

**(xxxiii)** to abuse or exceed “**fair usage**” policy.

Customer initials

**Determination by Supplier**

6. Customer accepts that Supplier shall have the sole and unfettered right to decide if Customer is in compliance with the requirements of this Acceptable Use Policy and Customer unconditionally agrees that any decision by Supplier in such regards shall be final and binding on Customer and not disputable or appealable by Customer.

**Reporting by Supplier**

7. Supplier may report any activity that it suspects violates any law, rule or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Such reporting by Supplier may include disclosing information relative to Customer. Supplier also may cooperate with law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal or improper conduct by providing network, systems and Services information related to alleged violations of laws, rules or regulations or this Acceptable Use Policy.

**Suspension and Termination of Services**

8. If Customer is at any time in breach of the requirements of this Acceptable Use Policy, Customer agrees that Supplier may immediately and without notice, and in addition to all other rights and remedies under the Service Agreement and at law and in equity, suspend the supply of any or all Services to Customer pursuant to the Service Agreement. Any such suspension of the supply of the Services to Customer shall not constitute a termination of the Service Agreement and shall not excuse Customer from liability to make the payments to Supplier required by the Service Agreement during the period that the provision of the Services to Customer is suspended. The supply pursuant to the Service Agreement of any Services suspended pursuant to this Section shall resume upon Customer no longer being in breach of any of the requirements of this Acceptable Use Policy and the Service Agreement and the payment by Customer to Supplier of any and all costs of Supplier to suspend and restore service to Customer and a \$500 reinstatement charge. Breach of the requirements of this Acceptable Use Policy may result in termination of the Service Agreement pursuant to the General Commercial Terms and Conditions comprising part of the Service Agreement.

9. In the event that any network with which Supplier connects, directly or indirectly, or any regulatory or any industry oversight body of whatever nature or constitution advises of a system or use abuse originating with Customer and as a consequence service to Customer or to other customers of Supplier or to Supplier may be suspended then, regardless of whether or not Customer is in fact the source of the advised abuse, Customer agrees that Supplier may immediately and without notice, and in addition to all other rights and remedies under the Service Agreement and at law and in equity, suspend the supply of the affected Services to Customer pursuant to the Service Agreement. Any such

suspension of the supply of the Services to Customer shall not constitute a termination of the Service Agreement and shall not excuse Customer from liability to make the payments to Supplier required by the Service Agreement during the period that the provision of the Services to Customer is suspended. The supply of Services pursuant to the Service Agreement of any Services suspended pursuant to this Section shall resume upon Customer no longer being or being regarded as the source of the advised abuse. If Customer was not the source of the advised abuse, then the resumption of the provision of the Services to Customer shall be made without any charge therefor by Supplier to Customer and Supplier will not charge Customer for the suspended Services for the period of suspension. If Customer was the source of the advised abuse, then the resumption of the provision of the Services to Customer shall be conditional upon the payment by Customer to Supplier of any and all costs of Supplier to suspend and restore service to Customer and a \$500 reinstatement charge. If Customer is the source of the advised abuse, then Supplier may terminate the Service Agreement pursuant to the General Commercial Terms and Conditions comprising part of the Service Agreement.

**Fair Usage**

10. All unlimited service plans are subject to HCE's Acceptable Use Policy ("**Acceptable Use Policy**"). HCE defines fair usage as reasonable call and fax usage, including a reasonable call length; and not employing methods or devices to make automatic repetitive calls or faxes; or in any way that adversely impacts the service to other HCE customers. The amount of calls made not to exceed a reasonable amount per day and subject at all times to a monthly limit of 3500 minutes per month per SIP session. Minutes above these limits are subject to HCE's per minute LD rates. If for any reason HCE reasonably suspects that you are not acting in accordance with this Fair Use Policy, HCE reserves the right to impose further charges or suspend or disconnect your account.

**Changes to Acceptable Use policy**

11. This Acceptable Use Policy is posted on Supplier's website at www.HCE.net. This Acceptable Use Policy is part of the Service Agreement. In entering into the Service Agreement Customer confirmed that Customer has read and agrees to all parts of the Service Agreement including this Acceptable Use Policy. This Acceptable Use Policy may be changed by Supplier at any time and from time to time. And generally there are CRTC compliance provisions in the nAUP. Policy shall be sufficiently given to Customer if the changed Acceptable Use Policy is posted on the web-site of the Supplier. Customer agrees that it shall be the responsibility of Customer to regularly visit the website of the Supplier to determine if there has been any changes to the Acceptable Use Policy.

Customer initials