

## TROUT LAKE BC INTERNET SOCIETY (TLBCIS) ACCEPTABLE USE POLICY (AUP) RESIDENTIAL

The Trout Lake BC Internet Society ("TLBCIS") is committed to providing high speed internet communication service to all our users in a fair and equitable manner and endeavors to promote good citizenship within the Internet community. To ensure that all our users can enjoy and share the benefits and privileges of the Internet, it is essential that our Customers comply with the terms of this document, hereafter referred to as the AUP. This AUP governs your use of all our broadband internet services including internet, VOIP, or any other service provided by the TLBCIS, collectively referred to as "TLBCIS Services", as well as any devices and or equipment used to support TLBCIS Services, including without limitation, radios and routers used in conjunction with TLBCIS Services and which is loaned to you from TLBCIS for your use solely in connection with TLBCIS Services, collectively referred to as "the Equipment". For the purposes of the AUP, a "Customer" is an individual or organization that has a service agreement or contract with TLBCIS.

Violation of the AUP may, at the sole discretion of TLBCIS' directors, and without notice to the Customer, result in the:

- 1) Immediate restriction, suspension or termination of TLBCIS Services and termination of the service contract without compensation.
- 2) Blocking or filtering of content, data or materials
- 3) Involvement of any applicable law enforcement agencies as TLBCIS deems appropriate. Some violations of the AUP may also result in civil or criminal liability.

The Customer is responsible for use of the TLBCIS Services by any third party who directly or indirectly utilizes the TLBCIS Services provided by TLBCIS to the Customer, whether or not such use has been authorized by the Customer. It is the Customer's responsibility to ensure that all their wireless devices are sufficiently password protected.

### **The following Illegal Activities are Prohibited and Constitute Violations of the AUP:**

At all times while using TLBCIS Services the Customer is prohibited from posting, uploading, reproducing, distributing or otherwise transmitting information or materials (whether explicitly stated, implied, or suggested through use of symbols) where such activity constitutes a criminal or civil offence or violates the rights of others, or from otherwise engaging in or assisting others to engage in any criminal or civil offence or violation of the rights of others, including, but not limited to, those listed below:

- 1) Intentionally or unintentionally violating any applicable local, provincial, national or international law, including, but not limited to, rules, orders, and regulations having the force of law
- 2) Child Pornography, Exploitation of, or Harming a Minor in any way
- 3) Harassment/ Stalking
- 4) Communicating Hatred
- 5) Uttering threats
- 6) Defamatory Libel
- 7) Obscenity
- 8) Fraud/ Deception
- 9) Pyramid selling
- 10) Ponzi schemes
- 11) Unauthorized use of a computer
- 12) Mischief in relation to data
- 13) Copyright infringement
- 14) Trade-mark infringement
- 15) Patent infringement
- 16) Misappropriation of trade secrets

### **Other Prohibited Activities**

The Customer is also prohibited from engaging in or assisting others to engage in any activity that, in the sole judgment of the directors of the TLBCIS:

- (i) violates applicable policies, rules or guidelines of the TLBCIS or any other Internet Service Provider (ISP);
- (ii) disrupts or threatens the integrity, operation or security of any computer, TLBCIS Service, Communication system, Internet system or other ISP;
- (iii) elicits complaints from other internet users or other ISP's;
- (iv) is contrary to any law or regulation;
- (v) or is otherwise objectionable or inappropriate.

Examples of such prohibited activity include, but are not limited to:

- 1) Scanning or probing another computer system
- 2) Obstructing or bypassing computer identification or security procedures
- 3) Engaging in unauthorized computer or network trespass
- 4) Posting, uploading, reproducing, distributing or otherwise transmitting any data, information or software that constitutes a virus, Trojan horse, worm or other harmful or disruptive component

- 5) Engaging in denial of service attacks including, but not limited to, flooding and scrolling
- 6) Maintaining a relay service open to the general public
- 7) Exporting equipment, software, or data outside of Canada or the U.S, in contravention of applicable export control legislation
- 8) Posting, uploading, reproducing, distributing, otherwise transmitting, or collecting responses from unauthorized or unsolicited duplicative e-mail messages, junk or bulk e-mail messages, chain letters, newsgroup postings or other "spam". TLBCIS directors reserve the right to determine, at their sole discretion, whether a message constitutes "spam"
- 9) Disrupting internet traffic by any other means including but not limited to, installation of "auto-responders", "cancel-bots", or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net-user groups or email use by others
- 10) Reselling TLBCIS Services. A Customer must not share or resell TLBCIS Services or any portion thereof to any third party.
- 11) Falsifying address information, modifying message headers to conceal the Customer's identity or impersonating others, for the purpose of circumventing this Acceptable Use Policy.
- 12) Engaging in any conduct that directly or indirectly encourages, facilitates, promotes, relies upon or permits the foregoing prohibited activities including, without limitation, failing to implement reasonable technical or administrative measures to prevent spam, viruses and worms.

### **Cooperation with Other Providers**

TLBCIS may cooperate with other ISP's to discourage and resist abuse of acceptable use policies. TLBCIS reserves the right to take corrective action against the Customer upon notification to TLBCIS of unacceptable activities by the Customer on other networks. The Customer is prohibited from using the services of another provider to engage in or facilitate any activity that violates this Acceptable Use Policy.

### **Legal Authority**

The Customer represents and warrants that they have reached the age of 18 and that they possess the legal right and ability to enter into this agreement and use the service in accordance with the agreement.

### **Bandwidth Usage Rules**

Your monthly usage is calculated based on a total of your upload and download usage. A surcharge is applied to all users exceeding the bandwidth/network traffic amount specified for their service plan. This surcharge applies to all plans. The Customer will be notified of any overages by TLBCIS.

It is the Customer's responsibility to be aware of and monitor their monthly usage. The Customer must not exceed any agreed upon limits, or restrictions of any kind on the use of any services (including, without limitation, disk usage, bandwidth usage or data transfer quotas).

In addition the Customer must ensure that their activity while using the TLBCIS services does not improperly restrict, inhibit or degrade any other Customer's use of the services, nor represent (in the sole judgment of the TLBCIS directors) an unusually large burden on the network itself, such as, but not limited to, peer to peer file sharing programs, serving streaming video or audio, and multi-user interactive forums.

If the Customer wishes to report a breach of this Acceptable Use Policy by another TLBCIS Customer, please E-Mail [abuse@troutlakebc.net](mailto:abuse@troutlakebc.net) with full details including full headers of E-Mails where relevant.

### **Service Plan Review**

A Customer will be permitted to upgrade their service plan level at anytime. To downgrade their service plan level, 1 (one) months' advance notice is required and only after a minimum of 6 (six) months of their TLBCIS service contract has expired.

### **Non-Payment of Account**

Payment is due in advance. Non-payment constitutes cause for interruption of service. TLBCIS directors will notify a Customer that their account is in arrears within 72 hours. The Customer will then have 5 days to remit their payment after which if payment is not received their Internet service will be suspended. At this point re-activation of service will not happen until full payment of arrears has been received by the TLBCIS Treasurer plus a re-activation fee of \$50.00 - then a TLBCIS technician will re-activate the Customer's service. The reactivation fee must be paid before service is reactivated. Monthly residents will be allowed 1 free re-activation per calendar year provided 72 hours notice has been given prior to requested start-up time.

### **Privacy**

TLBCIS takes every reasonable measure necessary to protect the privacy of the Customer while providing the high-level communication services they expect. TLBCIS privacy practices are in accordance with all federal and provincial laws and

regulations and, where applicable, with the privacy rules established by the Canadian Radio-television and Telecommunications Commission (CRTC). TLBCIS has in place privacy and security practices to safeguard the customer's personal information. Personal information collected by TLBCIS is information about an identifiable individual that may include such information as name, email address, mailing address, phone number, financial information, birth date and any recorded complaints. TLBCIS does not use or disclose personal information for purposes other than those for which it was collected, except with the consent of the individual or as required by law. TLBCIS retains personal information only as long as necessary for the fulfillment of those purposes. TLBCIS tries to ensure that Customer information is accurate, complete and up-to-date.

#### **Use of TroutLakeBC Website (the "Site")**

The site is provided by TLBCIS for your personal information and education. Materials on the site may be downloaded for non-commercial personal use provided that all copyright and other proprietary notices contained in such materials are retained. One may not, however, distribute, modify, transmit, reuse, repost, or use any content displayed on the Site for public or commercial purposes, including any text, data, photographs, videos, audio, messages, calendars, graphics or images without the written permission of its owner.

Materials on the Site which may include text, images, audio clips, video clips, software and other materials (the "Site Content") are provided by TLBCIS for information purposes only. While TLBCIS uses reasonable efforts to include accurate and up-to-date information on the Site, use and browsing of the Site is at one's own risk. The Site Content provided on the Site may contain technical inaccuracies or typographic errors. The Site Content may be changed or updated without notice. Accessing the Site and downloading materials from the Site constitutes agreement with these terms and conditions.

The links available on the Site link to websites not maintained or controlled by TLBCIS. The links are provided for your convenience and TLBCIS makes no representations, warranties or conditions concerning the contents of a linked site or any link contained in a linked site.

TLBCIS assumes no responsibility, and shall not be liable for any damages to, or viruses that may infect any computer equipment or other property, as a result of access to, use of, or browsing the Site, or downloading of any materials, data, text, or images from the Site.

#### **Indemnification**

The Customer will indemnify and hold harmless TLBCIS from all demands, claims, proceedings, awards, action, damages, losses, costs, charges and expenses, including legal fees, incurred by or made against TLBCIS, which result from or relate to violation by the Customer of this AUP. The Customer shall give TLBCIS prompt notice of any such demand, claim or proceeding that the Customer is aware of.

#### **Reservation of Rights and TLBCIS Liability**

TLBCIS reserves the right to investigate any violations of this AUP. By signing the service contract the Customer authorizes TLBCIS to cooperate with legal authorities and provide identifying information to such authorities. Nothing in this AUP shall be interpreted to limit TLBCIS' rights or remedies in any way with respect to any of the foregoing activities (including, without limitation, TLBCIS' rights or remedies under any agreement between TLBCIS and the Customer) and TLBCIS reserves all rights and remedies available to it with respect to such activities at law or in equity. TLBCIS does not assume liability to the Customer or any other party for failure to enforce the terms of this AUP. A failure to enforce this AUP by TLBCIS shall not be construed as a waiver of any right by TLBCIS to do so at any time. If any portion of this AUP is held invalid or unenforceable by a court of law, the remaining portions will remain in full force and effect.

#### **Disclaimers**

The Customer acknowledges and agrees that:

- 1) TLBCIS Services are provided to you at their capacity and quality and based on availability. TLBCIS disclaims all warranties and conditions including, but not limited to, satisfactory quality or capacity for particular purposes
- 2) TLBCIS is not responsible or liable if the services become temporarily or permanently unavailable or interrupted during use
- 3) The Customer is responsible for any damages to their computer as a result of downloading data transmitted through the Internet services offered by TLBCIS.
- 4) TLBCIS cannot guarantee the safety nor security of information
- 5) TLBCIS is under no obligation to secure objectionable materials being uploaded, transmitted or posted
- 6) TLBCIS is not liable for damages of any kind whatsoever. All information received, submitted or communicated is at the Customer's risk

#### **Modifications**

The terms of this AUP may change at any time and without prior notice. The Customer is responsible for frequently reviewing this AUP posted on TLBCIS' web site to obtain timely notice of any such changes.

**Customer Service/Support**

TLBCIS technical support can be reached at [tlbcis@troutlakebc.net](mailto:tlbcis@troutlakebc.net) or by phone at 250-369-0003 – support calls will only be fielded Monday to Friday between 9 a.m. and 5 p.m. If a service call is required to fix a Customer's problem there may be a fee. If the problem is not with the TLBCIS service then a service charge of \$50 plus mileage will be applied.

**Questions?**

If you have any questions about this Acceptable Use Policy, please E-Mail TLBCIS at [tlbcis@troutlakebc.net](mailto:tlbcis@troutlakebc.net) .