



## Cross Country's RuralConnect™ Service – Acceptable Use Policy

### Introduction

The provisions of this Acceptable Use Policy (the "Policy" or "AUP") apply to Cross Country's RuralConnect customers. References to "Customer" and "You/your" include both residential and business customers, except where otherwise noted. Service(s) refers to the fixed wireless Internet for broadband rural Nova Scotia, known in the market as "RuralConnect" (the "Services"). Equipment means any device, equipment or hardware used to access the Service(s) or used in conjunction with the Service(s).

Use of the Services is subject to this AUP and applicable Cross Country Terms of Service. You, the customer, are responsible for ensuring that the use of all Services complies with this AUP.

**IF YOU DO NOT AGREE TO BE BOUND BY THIS AUP, AS AMENDED FROM TIME TO TIME, YOU MUST IMMEDIATELY STOP USING THE SERVICES AND NOTIFY CROSS COUNTRY TV LTD. THAT YOU ARE TERMINATING THE SERVICES.**

Cross Country has the right to terminate or suspend any service for non-compliance with this policy. Cross Country reserves the right to make changes to this AUP without notice. Current updates or changes to this AUP will be posted at [www.xcountry.tv](http://www.xcountry.tv). Accordingly, it is your responsibility as a service subscriber to check our website to ensure that your activities conform to the most recent version of our AUP.

### Illegal Activity

The use of the Services for any activity that violates any local, provincial, federal or international law, order or regulation is a violation of this Policy. Prohibited activities include, but are not limited to:

- Posting or disseminating material which is unlawful (such as child pornography or obscene material).
- Disseminating material that violates the copyright or other intellectual property rights of others. You assume all risks regarding the determination of whether material is in the public domain.
- Pyramid or other illegal soliciting schemes.
- Any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.

### Security

You, the service subscriber, are responsible for any misuse of the Services that you have contracted for, even if the inappropriate activity was committed by another person accessing your Services with or without your permission. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services through any means, including, without limitation, wireless or wired network. The Services may not be used to breach the security of another user or to attempt to gain access to any other person's equipment, software or data, without the knowledge and consent of such person. The Services may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to; accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, probing the security of other networks or using or distributing tools designed for compromising security, such as password guessing programs or other tools.

The Services shall not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, spamming, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any

information or software that contains a virus or other harmful feature is also prohibited. You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device. Cross Country recommends that any files or services you choose to make available for remote access be protected with a password or as otherwise appropriate.

## **Inappropriate Content**

There may be content on the Internet or otherwise available through the Services which may be offensive to some individuals, or which may not comply with local laws, regulations and other rules. For example, it is possible to obtain access to content that is pornographic or offensive, particularly for minors. Cross Country does not assume any responsibility for the content contained on the Internet or otherwise available through the Services. You assume the risk of accessing content through the Service, and Cross Country shall not have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content. Customers may want to use a program capable of restricting access to sexually explicit material, or any other content that the customer wishes to restrict on the Internet. Content questions or complaints should be addressed to the content provider, not to Cross Country TV Ltd.

You are solely responsible for any information that you publish on the web or other Internet services. You must ensure that the recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from sending and receiving inappropriate content and/or participating in cyberbullying. Cross Country reserves the right to refuse to post or to remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

For the purposes of this AUP, "content" refers to all forms of communications including, without limitation, text, graphics (including photographs, illustrations, images, drawings, logos), executable programs, audiovisual recordings, and audio recordings.

Cross Country has the right, but no obligation, to monitor transmissions made on the Services. Cross Country may disclose the same in accordance with your subscriber agreement or as necessary to satisfy applicable laws and regulations.

By using the Services to reproduce, publish, display, transmit and distribute content, a user is warranting that the content complies with this Policy and authorizing Cross Country TV Ltd. to reproduce, publish, display, transmit and distribute such content as necessary for Cross Country to deliver the content in a timely manner.

## **Unsolicited Messages**

The Services may not be used to send unsolicited bulk, commercial messages or for any other unsolicited communications. This includes, but is not limited to, bulk mailing or messaging of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages may only be sent to those who have explicitly requested it. The Services may not be used to send messages to any individual who has indicated that he/she does not wish to receive messages from you.

The Services may not be used to collect responses from unsolicited messages sent from accounts on other Internet hosts or messaging services which violates this Policy or the acceptable use policy of any service provider. Moreover, unsolicited messages may not direct the recipient to any web site or other resource that uses the Services. Forging, altering or removing email headers is prohibited.

Reference to the Cross Country network (e.g. by including "Organization: Cross Country" in the header or by listing an IP address that belongs to the Cross Country network) in any unsolicited messages, even if that message is not sent through the Cross Country network, is strictly prohibited and grounds for immediate disconnection from our network and Services.

"Mail bombing" is prohibited. That is, you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether the recipient wishes to receive such mailings or not.

Cross Country is not responsible for forwarding messages sent to any account that has been suspended or terminated. Such messages will either be returned to sender, ignored, deleted, or stored temporarily at Cross Country's sole discretion.

## **Cross Country Email Inactivity**

Cross Country Internet users may be provided with an @xcountry.tv (or another affiliated domain) email account. If a customer does not log in to his/her email account for a 6 month period or if the customer's Internet service is terminated, the email account will be deemed 'inactive'. 'Inactive' accounts will have all emails removed and the account will no longer be able to send or receive email. An 'inactive' customer's email address will not be retained.

## **User-Generated Content Services**

"User-Generated Content Services" or "UGC Services" refers to any services that allow an end user to post, upload or generate content online to be shared with a limited or unlimited number of recipients and may include, without limitation: newsgroups, online forums, message boards, chat programs, wiki's, photo sharing services, customer review sites, video sharing services, blogs and web hosting.

Any UGC Services accessed through the Services must comply with the UGC Service's written charter, policies or FAQs. You may only post advertisements, solicitations, or other commercial messages in the UGC Service if that service's charter, policies or FAQs explicitly permit them. You are responsible for determining and complying with the policies of the UGC Service before posting to it.

You must adhere to daily volume, file size and format restrictions of any UGC Service. Unless specified in the UGC Service's charter, policies or FAQs, you must not forge, alter or remove any information from the UGC Service. This includes attempting to circumvent the approval process for posting to a moderated newsgroup.

Cross Country has no obligation to monitor the content of any UGC Service and is not liable for any claims, losses, actions, proceedings, suits, liabilities, damages, settlements, penalties, files, costs and expenses arising out of or relating to the content of any such service.

Using a UGC Service to perform "flooding" is strictly prohibited. Flooding is defined as deliberately repeating actions in quick succession in order to fill the screens of other users with text or other content.

Any computer or other device connected through the Services may not maintain more than two simultaneous chat connections. This includes the use of automated programs, such as "bots" or "clones". Automated programs may not be used when the account holder is not physically present at the device.

The Services may not be used to send messages which disrupt another user's equipment, software, hardware, or other user display. Forging, altering, or obscuring your identity (other than using a nickname from which Cross Country could, if necessary, determine your real name) while participating in chat sessions is forbidden.

## **Bandwidth, Data Storage and Other Limitations**

You must comply with the current bandwidth, data storage and other limitations on your applicable Services. You must also ensure that your activity does not improperly restrict, inhibit, or degrade any other user's use of the Services, nor represent (in the sole judgment of Cross Country) 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, mail, http, ftp, irc, dhcp servers, and multi-user interactive forums. Cross Country reserves the right to set specific limits for Bandwidth Usage and other elements of service at any time.

You must ensure that your activity does not improperly restrict, inhibit, disrupt, degrade or impede Cross Country's ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services or components.

## **Internet Traffic Management Policies (ITMP)**

The Services were intended for the specific purpose of providing basic internet connectivity, such as web browsing and email service, for customers living in hard to reach rural areas in Nova Scotia. As the Services were created to provide speeds of up to 1.5Mbps for basic uses (with speeds of up to 10 Mbps available in limited areas), using the internet for more bandwidth-intensive purposes may impact the service experienced by customers on the network. Our goal is to ensure that we manage our network in such a way that no customer, service or application consumes excessive bandwidth which may impede the delivery of bandwidth fairly to our customers. In addition to high capacity uses (such as video streaming) that in aggregate impact the service to all users, a small percentage of customers are also responsible for a disproportionate share of data usage on our network. To minimize the impact that heavier users might have on the experience of other Cross Country customers, Cross Country uses traffic management policies to ensure proportional access to its network.

## **Resale, Sharing, Distribution, Servers**

### **(a) Consumer Services**

Your service is intended solely for your personal and non-commercial use; without limitation, you may not use the Service or any equipment provided in connection with the Service for operation of an Internet service provider's business or for any other non-residential purpose.

You are not permitted to run a server in connection with the Cross Country residential service or to provide network services to others via the Cross Country residential service. The Cross Country residential service includes personal Webspace accounts for publishing personal Web pages. Examples of prohibited uses include, but are not limited to, running servers for mail, http, ftp, irc, and dhcp, and multi-user interactive forums.

### **(b) Business Customers**

The above restrictions regarding resale, sharing, distribution and use of servers also apply to all business customers, except to those business customers who have high speed Internet packages that expressly allow for this activity as defined by their chosen Internet Service Package.

## **Violation of Acceptable Use Policy**

Where the Services are used in a way that Cross Country, in our sole discretion, believe violates this AUP, Cross Country may take any actions it deems appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Services or your account. Cross Country will not have any liability for any such actions. The above-described actions are not Cross Country's exclusive remedies and Cross Country may take any other legal or technical action it deems appropriate. Upon termination of an account, Cross Country is authorized to delete any files, programs, data and email messages associated with such accounts.

Cross Country TV Ltd. reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Cross Country's servers and network. During an investigation, Cross Country may suspend the account or accounts involved and/or remove material that potentially violates this Policy. Cross Country will comply with law enforcement authorities in the investigation of suspected criminal violations in keeping with applicable laws, regulations and court orders. You hereby authorize Cross Country to cooperate with system administrators at other service providers or other network or computing facilities in order to enforce this Policy. Such cooperation may include Cross Country providing the username, IP address, or other identifying information about a subscriber.

The failure of Cross Country to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that, if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This Policy shall be exclusively governed by, and construed in accordance with, the laws of the Province of Nova Scotia and the Government of Canada.