



ACCEPTABLE USE POLICY NANOFIBRE NETWORKS INC. (“NANOFIBRE”)

1. NanoFibre permits you to access its Network on the basis that you comply with the terms of this document which outlines our policies on acceptable use of our Network. You are prohibited from engaging in certain activities which include, but not limited to those described in this Acceptable Use Policy.
2. If you engage in any of the prohibited activities described in this policy, NanoFibre may, at its sole discretion, and without notice to you,
 - a) restrict, suspend, or terminate your access to the Network, without compensation to you;
 - b) block or filter your access to the Network;
 - c) charge you additional fees for breaching of the Acceptable Use Policy;
 - d) involve any applicable law enforcement agencies as NanoFibre deems appropriate.

Certain activities which breach the Acceptable Use Policies may also result in similar criminal liability.

3. You are responsible for the use of the Network from the premises by any third party who directly or indirectly utilizes the Network provided by NanoFibre to you, whether or not such use has been authorized by you.
4. You are prohibited from using the Network in NanoFibre’s sole judgment, for posting, uploading, reproducing, distributing or otherwise transmitting information or materials where such activity constitutes a criminal offence or from otherwise engaging in or assisting others to engage in any criminal offence including, but not limited to, those offences listed below:
 - a. communicating hatred
 - b. pyramid selling
 - c. unauthorized use of a computer which does not belong to you
 - d. mischief in relation to data
 - e. fraud
 - f. defamatory liable
 - g. obscenity
 - h. child pornography
 - i. harassment or stalking
 - j. uttering threats

5. You are prohibited from using the network, in NanoFibre's sole judgment, for posting, uploading, reproducing, distributing or otherwise transmitting information or materials where such activity gives rise to civil liability or from otherwise violating the rights or assisting others to violate the rights of NanoFibre or any third party, including, but not limited to the violations listed below:
 - a. copyright infringement
 - b. trademark infringement
 - c. patent infringement
 - d. misappropriation of trade secrets
 - e. defamation

6. You are prohibited from using the Network to engage in or assist others to engage in any activity that in NanoFibre's sole judgment,
 - a. violates applicable policies, rules, or guidelines of NanoFibre or any Service Provider on the Network;
 - b. to disrupt or threaten the integrity, operation or security of the Network;
 - c. list complaints of other customers or Service Providers;
 - d. contrary to any law or regulation;
 - e. otherwise objectionable;
 - f. provides access to the Network to any third party outside the Premises.

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

- scanning or probing another computer system;
- obstructing or bypassing computer identification or security procedures;
- engaging in unauthorized computer or network trespass;
- maintaining a relay service open to the general public;
- engaging in denial of service attacks;
- 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;
- exporting equipment, software, or data outside of Canada or the United States in contravention of the applicable Export Control Legislation;
- falsifying address information, modifying message headers to conceal your identity or impersonating others, for the purpose circumventing this Acceptable Use Policy;
- 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, news group postings or other spam (NanoFibre reserves the right to determine, in its sole discretion, whether a message constitutes spam);
- engaging in any conduct that directly or indirectly encourages, facilitates, promotes, relies upon or permits the forgoing prohibited activities including, without limitation, failing to implement reasonable technical or administrative measures to prevent spam, viruses or worms.

7. NanoFibre may cooperate with Service Providers to discourage and resist abuses of Acceptable Use Policies. NanoFibre reserves the right to take corrective action against you upon notification to NanoFibre of unacceptable activities by you on other networks. You are prohibited from using the services of another Service Provider to engage in or facilitate any activity that violates this Acceptable Use Policy.
8. You will indemnify and hold harmless NanoFibre from all demands, claims, proceedings, awards, action, damages, losses, costs, charges and expenses including legal fees, incurred or made against NanoFibre, which result from or, relate to, violation by you of this Acceptable Use Policy. You shall give NanoFibre prompt notice of any such demand, claim, or proceeding you are aware of.
9. Nothing in this Acceptable Use Policy shall be interpreted to limit NanoFibre's rights or remedies in any way with respect to any of the forgoing activities (including, without limitation, NanoFibre's rights or remedies under any agreement between NanoFibre and the customer) and NanoFibre reserves all rights and remedies available to it with respect to such activities at law or in equity. NanoFibre does not accept liability to you or any party for failure to enforce the terms of this Acceptable Use Policy.
10. The terms of this Acceptable Use Policy may change at any time without prior notice. You are responsible for frequently reviewing this Acceptable Use Policy posted on NanoFibre's website to obtain timely notice of such changes.