

# Seaside High-Speed Internet Acceptable Use Policy (AUP)



## INTRODUCTION

Seaside High Speed Internet provides high-speed access to a suite of content, through the Internet. We agree to make Seaside High Speed Internet available to you under the following terms of service:

**Computer Equipment Required** - In order to operate Seaside High Speed Internet, you will need the minimum Computer requirements outlined in the informational literature we have at Seaside High Speed Internet.

**Services Provided** - Under this Agreement, we will provide certain equipment to you (the "Equipment"). Using this Equipment, we will deliver the following services to you, which are collectively called the Service(s) in this Agreement: access to the Internet, five email addresses and up to 10 Megabytes of space on our web server. There are many things you can purchase and many charges you can incur on the Internet using our Service.

You are responsible for and agree that you will pay for all such purchases and for all such charges, including all applicable taxes.

**Fees, Taxes and Payment Methods** -

a) You agree to pay the monthly rate as indicated in our current pricing structure as well as any other applicable fees and taxes.

b) You agree to pay us by use of a pre-authorized payment through your bank debit, unless otherwise pre-arranged with our billing department

**Services Included in Fees** - Your fee includes: your use of the Services within the guidelines set forth within this document and your rental of one extra cable outlet, if required

**Excessive Bandwidth Consumption** - We may exercise our option to set bandwidth limitations on your equipment. If we elect to do so, we will notify you with the recommendation to

a) Become more conservative with bandwidth usage for the remainder of the month

b) Purchase an appropriate package allowing for the larger range of consumption.

If no option is chosen, we have the right to manually restrict the equipment's performance via configuration file for the remainder of the month. If you decide you do not wish to continue to receive the Service, you may terminate this Agreement in accordance with its terms.

**Access to Your Premises; Right to Change Equipment** - You authorize us and our employees, agents, contractors and representatives to enter your premises in order to install, maintain, inspect, repair, remove or replace the equipment. We will conduct these services at a time mutually agreeable to both of us.

**Relocating Equipment** - You agree that you will not relocate the equipment; however, you agree that we may relocate the equipment for you within your home at a time mutually agreeable to both parties. There may be applicable fees plus taxes. If you decide to move residences, you will notify us of your move by calling our main office at 902-539-6250.

In addition to our termination rights as set out elsewhere in this Agreement, engaging in one or more of these activities may result in termination of this Agreement.

## INTRODUCTION

Prohibited Uses of Seaside High Speed Internet - You agree that you will not use the Equipment or the Services to, directly or indirectly:

- Invade another person's privacy
- Unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material
- Post, transmit, distribute or disseminate content which is unlawful, threatening, abusive, libelous, slanderous, defamatory or otherwise offensive or objectionable
- Unlawfully promote or incite hatred
- Post, transmit or disseminate objectionable information, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order or regulation
- Access any Computer, software, data, or any confidential, copyright protected or patent protected material of any other person, without the knowledge and consent of such person
- Upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder
- Copy, distribute or sublicense any software we provide to you, except that you may make one copy of each software program for back-up or archival purposes only
- Alter, modify or tamper with the Equipment or Services
- Restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Equipment, the Services or the Internet, including, without limitation: posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited email ("Spamming"), or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information
- Disrupt our backbone network nodes or network services; or
- Resell Seaside High Speed Internet or the Services, or use the Services of Seaside High Speed Internet for other than personal purposes.
- Without limiting the foregoing, you agree that you will neither use Seaside High Speed Internet or the Services for operation of an Internet Service Providers' business nor for any other business enterprise in competition with Seaside High Speed Internet.

In addition to our termination rights as set out elsewhere in this Agreement, engaging in one or more of these activities may result in termination of this Agreement.

## Termination and Expiration

Either of us may terminate this Agreement at any time by providing the other party with no less than twenty-four (24) hours notice of such termination.

You agree that upon termination of this Agreement:

You will pay us in full for your use of the Equipment and Services up to the date of termination of this Agreement, or the date on which the Seaside High Speed Internet Services and Equipment have been disconnected (which includes filter at the pole) and returned to us, whichever is later.

You agree to pay us on a pro-rated basis for any use of the Equipment or Services for a part of a month;

Any additional agreements held with Seaside as part of sales special (for example, sign up for one year) must be fulfilled or paid in full upon termination.

You will ensure the return of all Equipment to us.

You will permit us or our agents to access your premises at a mutually agreed time during our regular business hours to remove the Equipment and other material we provided.

You may, however, retain the Ethernet card and all software we provided to you.

## Limited Warranty

ALL EQUIPMENT AND SERVICES ARE PROVIDED BY US "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND. WE DO NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE EQUIPMENT OR SERVICES. WE DO NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. ALL REPRESENTATIONS, WARRANTIES, ENDORSEMENTS AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT AND ANY IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR PURPOSE AND MERCHANTABILITY AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY EXCLUDED.

**Back-up Requirements** – We are not responsible for any potential damage or loss of data due to our installation, modification, or use of our service. You are responsible to back-up all existing Computer files by copying them to another storage medium prior to installation of the Equipment. We will not be liable for any damage to or loss or destruction of any of your software, files, data, or peripherals.

**Damage to, Ownership of and Encumbrances on Equipment, Computer, Software** –

(a) **Ownership.** All Equipment, except for equipment which you have purchased and paid for in full, will at all times remain our property. You may not mortgage, sell, transfer, lease, encumber or assign all or part of the Equipment to any third party. You agree to pay for the full retail cost of the repair or replacement of any lost, stolen, unreturned, damaged, mortgaged, sold, transferred, leased, encumbered or assigned Equipment or part thereof, together with any costs we incur in obtaining or attempting to obtain possession of any such Equipment, up to a maximum of \$300.00 plus applicable taxes. You authorize us to charge your pre-authorized payment method for any outstanding Service and Equipment charges due to us.

(b) **Your Hardware and Software.** We are not liable for any damage to your hardware unless the damage is caused as a result of our gross negligence. If damage is caused to your hardware as a result of our gross negligence, we agree to pay for the repair or replacement of the damaged parts to a maximum of Three Thousand Dollars (\$3000). We will not be liable for any damage to or loss or destruction of any software, files or data.

(c) **Ownership of Addresses.** We own all addresses provided to you, including but not limited to IP addresses, email addresses and personal web page addresses. We may modify or change such addresses at any point in time and shall in no way be required to compensate you for such changes.

**Viruses** - Software or other content downloaded from the Services may contain a virus, spyware, Trojan or other harmful or debilitating feature and it is your sole responsibility to take appropriate precautions to protect your Computer from damage to its software, files and data. We will not be liable for any damage to or loss or destruction of any software, files or data resulting from any virus, spyware, Trojan or other harmful or debilitating feature. We highly recommend the use of, and continuous updates of reputable Anti-Virus software on your computer. Also keeping your computer's Operating System up-to-date by applying the necessary critical patches and upgrades will help in preventing your system from becoming compromised.

**Content** - You acknowledge and agree that there is some content on the Internet and other Services which may be offensive to you, or which may not be in compliance with all local laws, regulations and other rules. For example, it is possible to obtain access to content which is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. We assume no responsibility for and exercise no control over the content contained on the Internet and other Services. You agree that all content which you access through Seaside High-Speed Internet is accessed and used by you at your own risk, and that we will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to your access to such content.

## Personal Pages

- You may create personal pages on our Web Server (the "Site"). On the Site, you can conceive, design, create, maintain, and publish texts, diagrams, illustrations, audio clips and related materials (the "Content") for access by a global audience.
- You warrant that the Content on your Site is suitable for publication on your home page, is not libelous or defamatory, does not breach the intellectual property rights (including, without limitation, copyright) of any third party, and complies with all laws, regulations, court orders and other legal requirements.
- While it is your responsibility to regulate and control Content, we may decide to suspend or delete your home page without your consent if you violate this Agreement. In addition, if we determine in our absolute discretion, for any reason that it is appropriate, we may either:
  - (I) Issue a warning to you
  - (II) Suspend your access to some or all of the Services
  - (III) Terminate this Agreement

Our Rights - We have no obligation to monitor Seaside High Speed Internet content, however, you acknowledge and agree that we have the right to monitor content electronically from time to time and to disclose any information as necessary to: satisfy any law, regulation or other governmental request; operate Seaside High-Speed Internet properly; protect ourselves or our subscribers. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

Amendment - We may change, modify, add or remove portions of this Agreement at any time. We will notify you of any changes to this Agreement by posting notice of such changes on the Seaside Communications website, or sending notice via email or postal mail. Your continued use of the Service following notice of such change, modification or amendment means that you agree to and accept the Agreement as amended.

If you do not agree to any modification of this Agreement, you must immediately stop using Seaside High-Speed Internet and notify us that you are terminating this Agreement.

General - This Agreement and all Schedules attached to this Agreement (including but not limited to any additional appendices) constitute the entire agreement and understanding between us with respect to the subject matter of this Agreement. Our failure to insist upon or enforce strict performance of any provision of this Agreement does not mean that we have waived any provision or right in this Agreement.

Neither the course of conduct between us nor trade practice shall act to modify any provision of this Agreement. You may not assign or transfer this Agreement.

## No Seaside Communications Liability For:

- (a) Eavesdropping. You agree that any information that you send over the Seaside High Speed Internet network is sent at your sole risk, and that we will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions.
- (b) File and Print Sharing. Some software includes capabilities that permit other users across a network such as Seaside High Speed Internet and the Internet to gain access to your Computer and to the software, files and data stored on your Computer. For example, operating systems such as Windows 95, Windows for Workgroups and Apple Macintosh include file sharing and print sharing capabilities which, when enabled, will permit other users to gain access to your Computer even if you are not using Seaside High Speed Internet (this is not an exhaustive list of applications or operating systems which include such capabilities). We therefore recommend that you disable file and print sharing and other capabilities that allow users to gain access to your Computer. We will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such use.
- (c) FTP/HTTP Server Setup. You also acknowledge that when using your Computer to access the Internet or any other on-line network or service via Seaside High Speed Internet, there are certain applications, such as FTP (File Transfer Protocol) server and HTTP (Hyper Text Transfer Protocol) server, which may be used to allow other Seaside High Speed Internet users and Internet users to gain access to your Computer. If you choose to run such applications, you should take the appropriate security measures. We will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to your use of such applications.

### Limitation of Liability.

Unless otherwise specifically provided in this Agreement, we will not be liable to you nor to any third party for:

- (a) Any direct, indirect, incidental, special, punitive or consequential losses or damages, including loss of profits, loss of earnings and loss of business opportunities resulting from your use of Seaside High Speed Internet or any other use of the Equipment or Services;
- (b) Any losses, claims, damages, expenses, liabilities or costs (including legal fees) resulting from any claim that your use of the Equipment or Services infringes the copyright, patent, trade-mark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights or contractual rights of any third party.

These limits apply to any act or omission of Seaside High Speed Internet, our employees or our agents, whether or not such acts or omissions would otherwise be a cause of action in contract, tort or any other doctrine of law.

Multiple Users - You acknowledge that you are executing this Agreement on behalf of all persons who use the Seaside High-Speed Internet Equipment and/or Services through your Computer. You will have sole responsibility for ensuring that all such other users understand, agree to be bound by the terms of this Agreement and comply with the terms and conditions of this Agreement. You further acknowledge and agree that you are solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, whether such breach is the result of use of the Seaside High Speed Internet, the Services and/or the Equipment by you or by any other user of your Computer. You agree to indemnify and save Seaside High Speed Internet harm.



[www.seaside.ns.ca](http://www.seaside.ns.ca)

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