

**Seaside Communications Inc.**  
**End User Agreement / Acceptable Use Policy**

Carefully read the following End User Agreement/Acceptable Use Policy, (the "Agreement"). It contains very important information about Your rights and obligations, as well as limitations and exclusions that may apply to You. This Agreement constitutes a legally binding agreement between You and Seaside Communications Inc., and replaces any agreement you already have with Us. This Agreement sets out the main terms of Our agreement with You, but additional terms and conditions may apply to some of Our Services. We will let You know when additional terms and conditions apply. In addition to the terms and conditions of this Agreement, please review Our Privacy Policy, which is incorporated herein by reference, together with such other policies of which You may be notified by Us from time to time. By using or applying for Our Services, You accept the terms and conditions set out in this Agreement. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS AMENDED FROM TIME TO TIME, YOU SHOULD IMMEDIATELY STOP USING OUR SERVICES AND NOTIFY SEASIDE COMMUNICATIONS INC. THAT YOU ARE TERMINATING OUR SERVICES.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants herein, the Parties hereto agree as follows:

**Definitions**

In this Agreement,

- "*Agreement*" means this End User Agreement/Acceptable Use Policy between Us and You;
- "*Seaside Communications Inc.*", "*We*", "*Us*", and "*Our*" means Seaside Communications Inc.;
- "*Business Hours*" means Office hours- 9 am to 5 pm, Customer Service Representatives available by phone 9 am to 5 pm every working day in Sydney, NS, save for generally celebrated holidays in Nova Scotia;
- "*Our Website*" means <http://www.seaside.ns.ca>;
- "*Parties*" means You and Us, the parties to this Agreement;
- "*Services*" means the internet, television, or telephony services and/or accounts that We provide You, as further described in this Agreement;

- "You" and "Your" means you, our customer;
- the word "*including*" is used to provide examples only and is not limited by those listed examples.

## **The Services**

If You are not already receiving services from Us, We will begin providing the Services to You after You order them. We will endeavour to provide You with reliable Services. We cannot however guarantee that the Services will be:

- i) uninterrupted or error-free;
- ii) free from viruses, other harmful programs or disabling features; or
- iii) secure, un-intercepted, confidential or private.

Our coverage and the Services can be adversely affected by radio interference, atmospheric conditions, geographic factors, network congestion, maintenance, outages on other networks and provider sites, the configuration or limitations of equipment, or other operational or technical difficulties which means that You may not receive some or all of the Services in certain areas or at certain times. In addition, from time to time, We may temporarily suspend or restrict Services - such as when We carry out system maintenance.

If You do encounter a fault in the Services or Our equipment you should contact our Help Desk at 1-902-539-6250 and We will work to restore the Services, or repair or replace Our equipment. We will not be responsible for fixing any fault with the Services or Our equipment that occurs because of a fault in your equipment or because You have used the Services or equipment incorrectly, or because of any other event beyond Our reasonable control, including problems with the internet or viruses. If We provide You with assistance in those circumstances, We reserve the right to charge You for Our time and materials at Our then current rates. We shall have no other obligations to provide updates or support services to You.

We retain ownership of any and all addresses We provide to You, including 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.

## **Prohibited Uses of the Services**

You agree that You will use the Services ONLY as permitted pursuant to this Agreement, and you expressly agree that You DO NOT have the right to:

- Transmit, distribute, or store any material in violation of any applicable law or regulation. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and

material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

- Send Unsolicited Bulk Email ("UBE", "spam"). The sending of any form of Unsolicited Bulk Email through Our servers is prohibited. Likewise, the sending of UBE from another service provider advertising a web site, email address or utilizing any resource hosted on Our servers, is prohibited. Our accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.
- Run unconfirmed mailing lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by Our customers must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email addresses from 3rd parties for mailing to or from any of Our hosted domains, or referencing any accounts with Us, is prohibited.
- Advertise, transmit, or otherwise make available any software, program, product, or service that is designed to violate this Agreement or the acceptable use policy of any other Internet Service Provider. This prohibition includes, but is not limited to, a prohibition on the facilitation of the means to send Unsolicited Bulk Email, initiation of ping, flooding, mail-bombing, and denial of service attacks;
- Use, reproduce, distribute, sell, resell, or otherwise exploit the Services, content we provide or content which You obtain through the Services for commercial purposes;
- Make unauthorized attempts to gain access to any account or computer resource not belonging to You;
- Obtain or attempt to obtain the Services by any means or device with intent to avoid payment;
- Alter, destroy, or access without authorization any information of Our customers or end-users by any means or device, or make any attempt thereof;
- Modify, enhance, reverse-engineer, decompile, disassemble, or create substantially derived forms of the Services;
- Knowingly engage in any activities designed to harass, or that will cause a denial-of-service to any other user whether on Our network or on another provider's network;

- Use the Services to interfere with the use of Our network by other customers or authorized users;
- Operate a server in connection with the Services, including, without limitation, mail, news, file, telnet, chat, Web, or host configuration servers, multimedia streamers or multi-user interactive forums;
- Use the Services and/or Our equipment in any manner that infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights, proprietary rights or contractual rights of any third party; and
- Use or permit the use of the Services and/or Our equipment in any manner that infringes any laws related to defamation, passing off, unfair competition, or obscenity laws .

## **Security**

You are solely responsible for any misuse of the Services, either by You or by any other person with access to the Services through your equipment or your account with Us. Therefore, You must take steps to ensure that others do not gain unauthorized access to the Services through any means, including, without limitation, wireless networking and wired networking. 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. Additionally, the Services may not be used in any attempt to circumvent the user authentication or security of any host, network, or account, including, without limitation, accessing data not intended for You, logging into or making use of a server or account You are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited. 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. You agree to treat as confidential all passwords or access codes that We may provide to You for use with the Services.

## **Our Rights**

We have no obligation to monitor content accessed through the Services, 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 legal requirement; operate the Services properly; and/or 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.

## **Warranties**

Except as required by law or specifically stated in this Agreement or any additional terms of this Agreement, the Services and any equipment We provide are provided "as is" and "as

available" without warranty of any kind, including without limitation, implied warranties of merchantability, fitness for purpose, and non-infringement of the rights of any third party. No other written or verbal information by Us will create a warranty or in any way increase Our liability, and You will not rely on any such information.

We make no representations, warranties, or guarantees, express or implied, about the suitability, reliability, availability, lack of viruses or other harmful features of the Services or Our equipment, that the Services or Our equipment will meet Your requirements, or that the use of the Services will be uninterrupted or error-free.

## **Limitation of Liability**

You use the Services and Our equipment at Your sole risk. In no event will Seaside Communications Inc., its affiliates, employees, suppliers, contractors and representatives be liable to You in contract, tort, equity or otherwise for any direct, indirect, general, special, consequential, incidental, economic, or exemplary damages (including, without limitation, damages for loss of profits or revenues, interruption to business, loss of business opportunities, loss of business information, the cost of recovering such lost information, a failure to realize expected savings) arising out of the use of or inability to use the Services and/or Our equipment, regardless of whether We have been advised of the possibility of such damages. In respect of any other liability arising from or in connection with this Agreement, Our aggregate liability in respect of any and all claims will not exceed \$100 per event or series of related events and \$500 for all events over the term of this Agreement.

Seaside Communications Inc. shall have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings resulting from other users accessing Your computer; security breaches; eavesdropping; denial of service; attacks; interception of traffic sent or received using the Services; Your reliance on or use of the Services and/or Our equipment; the mistakes, omission, interruptions, deletion of files, errors, defects, delays in operation, transmissions or any failure of performance of the Services and/or Our Equipment; the use of the Services and/or our Equipment by You or a third party that infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights, proprietary rights or contractual rights of any third party; and the use of the Services and/or Our equipment by You or a third party that infringes defamation, passing off, unfair competition, or obscenity laws including any communication transmitted in Canada that is "obscene" as defined by the Criminal Code of Canada.

Seaside Communications Inc. shall have no liability whatsoever for any direct, indirect, general, special, consequential, incidental, economic, or exemplary damages (including, without limitation, loss of profit or revenue; financial loss; loss of business opportunities; loss, destruction or alteration of data, files or software; breach of privacy or security; property damage; personal injury; death; or any other foreseeable or unforeseeable loss, however caused) resulting or relating directly or indirectly from or relating to the Services, or any advertisements, promotions or statements relating to any of the foregoing, even if We were negligent or were advised of the possibility of such damages; any damages (including loss of profit or revenue; financial loss; loss of business opportunities; loss, destruction or alteration of data, files or software; breach of privacy or security; or property damage) resulting or relating directly or indirectly from or relating to the performance, availability, reliability, timeliness, quality, coverage, uninterrupted use, security, pricing or operation of the Services;

any error, inclusion or omission relating to any telephone listings or directories; the denial, restriction, blocking, disruption or inaccessibility of any services, including 9-1-1, public alerts or accessibility services, equipment or identifiers (including phone numbers); any lost, stolen, damaged or expired equipment, identifiers, passwords, codes, benefits, discounts, rebates or credits; any error, omission or delay in connection with the transfer of phone numbers to or from another telecommunications service provider, or any limitation connected to that transfer or that telecommunications service provider; any acts or omissions of a telecommunications carrier whose facilities are used to establish connections to points that We do not serve; or any claims or damages resulting directly or indirectly from any claim that the use, intended use or combination of the Services, or any material transmitted through the Services, infringes the intellectual property, industrial, contractual, privacy or other rights of a third party. Further, Seaside Communications Inc. shall have no liability whatsoever arising from or resulting from damage to any property or person whatsoever, including but not limited to You or any of Your employees, agents, servants, independent contractors, guests or occupants of Your premises, in any way caused by or arising from the use of the Services or the installation or use of any of Our equipment, including the cable modem or digital set top box; any content or software displayed, distributed or otherwise disseminated by You using the Services, network and facilities.

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

You must comply with the then current bandwidth, data storage and other limitations on the Services. You must also ensure that Your activity does not improperly restrict, inhibit, or degrade any other subscriber's use of the Services, nor represent an unusually large burden on Our networks, as determined by Seaside Communications Inc. in its sole discretion. In addition, You must ensure that Your activity does not improperly restrict, inhibit, disrupt, degrade or impede Our ability to deliver the Services, and monitor and investigate the Services, backbone, network nodes, and/or other network services or components.

If at any point, your bandwidth consumption exceeds your monthly maximum, or represents an unusually large burden on Our networks, as determined solely by Seaside Communications Inc., then We have the right to restrict Our equipment's performance that You use via configuration file for the remainder of the month. Before We do so, We will attempt to notify You with the recommendation to:

- i) become more conservative with bandwidth usage for the remainder of the month; and/or
- ii) purchase an appropriate package allowing for more consumption.

We may remove Your data that exceeds Your limit, or which otherwise does not comply with this Agreement, from Our server unless You have made alternative arrangements with Us. We will not be liable to You for the loss of any data.

You are responsible to maintain a backup of any of Your data hosted on Our servers (email, website, files, voicemail, etc.) and we are not are not liable for any claims, losses, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs and expenses arising out of or relating to the content of any such service or loss of data.



## **Changing this agreement**

We may change, modify, add or remove portions of this Agreement and any associated document at any time. We will notify You of any changes to this Agreement by posting notice of such changes on Our Website, or sending notice via email or postal mail. Your continued use of Our equipment or the Services 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 the Services and Our equipment and notify us that you are terminating this Agreement in accordance with the termination provisions.

From time to time We may amend or discontinue the Services and/or our packages of services (even if a minimum term applies to those services). Where We do this We will endeavour to give You advance notice of this. If we discontinue a service or a package of services We will endeavour to move You onto the service or package of services that We consider is most similar to the service or package of services that We are currently providing to You.

## **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 Parties.

## **Relocating Equipment**

You agree that You will not relocate Our equipment; however, You agree that We may relocate Our 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 Seaside Communications Inc.

## **Termination and Expiration**

- a) A minimum term may apply for some or all of the Services that You subscribe to. We will tell You when this applies.
- b) If a minimum term applies to the Services, You may stop that Service at the end of the minimum term or at any time after the minimum term, or pay Us the fixed monthly charges for the remainder of the minimum term, in full, at the time of termination.
- c) We may stop or suspend a particular service or terminate this whole Agreement at any time (even where there is a minimum term) without telling You if:
  - i) You have not given Us a deposit We have asked for; or
  - ii) We consider that You have not complied with this Agreement and conditions, including your payment obligations and your responsibilities.
- d) If either Party cancels or terminates this Agreement for any reason, You will:
  - i) be liable for any applicable disconnection and early termination fees;

- ii) promptly permit Us or Our agents to access the premises where our equipment is located during Our regular business hours to remove the equipment and other material we provided;
- iii) pay for all the Services that We provide to You up until the effective date of cancellation; and
- iv) pay any fixed monthly charges until the effective date of cancellation or the end of Your current billing period (whichever is later).

## **General**

You may not assign or transfer this Agreement or any part of it to any other person. We have the right to assign this Agreement without notice to You and this Agreement will enure to the benefit of and be binding upon Us and Our respective successors and assigns. 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 by Us nor trade practice shall act to modify any provision of this Agreement.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, it will be applied to the extent permitted by law and the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

## **Jurisdiction**

This Agreement is governed by the laws of Nova Scotia and the laws of Canada applicable in Nova Scotia. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the court of the Province of Nova Scotia with respect to any disputes arising hereunder.

## **Relationship of the Parties**

This Agreement does not constitute a partnership or joint venture, and nothing herein contained is intended to constitute, nor will it be construed to constitute, such a partnership or joint venture. Except as expressly provided in this Agreement, neither We nor You will have any power or authority to act in the name or on behalf of the other party, or to bind the other party to any legal agreement.

## **Contact Us**

For any inquiries or notices required in connection with this Agreement, please contact Us via telephone at 1-902-539-6250 or in person/mail to:

Seaside Communications Inc.  
1318 Grand Lake Rd  
Sydney, NS  
B1M 1A1

For billing inquiries, please contact Our office at: 1-902-539-6250.



