

VOIP-Acceptable (Fair) Use Policy

This Acceptable Use Policy ("AUP") constitutes part of the Client Services Agreement ("CSA") Between Voicepath and the Client ("Client").

This AUP describes acceptable use of and access to the Services and any devices and/or equipment used with the Service. BY ACCESSING OR USING THE SERVICES, THE CLIENT AGREES TO THE TERMS OF THIS AUP. If the Client violates this AUP or authorizes or helps others to do so, Voicepath may suspend or terminate use of the Services immediately.

Voicepath may report any activity that it suspects violates any law or regulation to appropriate Law enforcement officials, regulators, or other appropriate third parties. Voicepath reporting may Include disclosing appropriate Client information. Voicepath also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this AUP.

Voicepath may, in its sole and absolute discretion, modify this AUP from time to time. If Client objects to any such changes, Client's sole recourse shall be to cease using the Services. Continued use of the Services following any such changes shall indicate Client's acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

THE CLIENT IS REQUIRED TO CONTACT VOICEPATH BEFORE USING ANY MEDICAL MONITORING DEVICES THROUGH THE SERVICE.

The Client shall not and shall not allow or enable anyone to:

1. Use the Service for chat lines or long distance calls made using call forwarding and three-way calling features;
2. Use the Service for call centre, call back, call sell (telemarketing) or debit card services;
3. Use the Service for bulk faxing;
4. Use the Service for multi-party conference call or party lines, unless the Client has Subscribed to a Voicepath conferencing service;
5. Upload Content or use the Services in a manner that Voicepath believes:
 - a. Violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law (each a "Law"), including, but not limited to, the Digital Millennium Copyright Act, or those Laws concerning child pornography and illegal gambling;
 - B. Is abusive, deceptive, pornographic, obscene, defamatory, slanderous, offensive, or otherwise inappropriate;
 - c. Violates or otherwise encroaches on the rights of others, including, but not limited to, infringing or misappropriating any intellectual property or proprietary right of another;
 - d. Advocates or induces illegal activity;



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- e. Stalks, harasses, or harms anyone, including minors;
- F. Impersonates any person or entity or otherwise misrepresents Client's affiliation with a person or entity;
- g. Modifies, alters, tampers with, repairs, or otherwise creates derivative works of any software included in the Services (except to the extent software included in the Services is provided to Client under a separate license that expressly permits the creation of derivative works);
- h. Except as allowed by local law, reverse engineers, disassembles, or decompiles the Services or software included in the Services;
- i. Accesses or uses the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas;
- j. Interferes with or disrupts the Services or servers or networks connected to the Services;
- k. Uses any high volume automated means (including robots, spiders, scripts or similar data gathering or extraction methods) to access the Services or any other accounts, computer systems, or networks connected to the Services (each a "System");
- l. Attempts to gain unauthorized access to any portion of the Services or any System, whether through hacking, password mining, or any other means;
- m. Violates the security or integrity of a System, including, but not limited to:
 - i. Accessing or using any System without permission, including attempts to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System;
 - ii. Monitoring data or traffic on a System without permission;
 - iii. Forging packet or email headers, or any part of a message describing its origin or route;
 - iv. Uploading Content that contains viruses, worms, corrupt files, Trojan horses, or other forms of corruptive code, or any other content that may compromise the Services; or
 - v. Hacking, destabilizing, or adapting the Services, or altering another website to Falsely imply it is affiliated with the Services;
- n. Connects to any users, hosts, or networks where Client does not have permission to communicate with such users, hosts, or networks, including, but not limited to:
 - i. Monitoring or crawling a System so that such System is impaired or disrupted;
 - ii. Conducting denial of service attacks;
 - iii. Intentionally interfering with the proper functioning of any System, including any deliberate attempt to overload a system by any means;
 - iv. Operating network services like open proxies, open mail relays, or open recursive domain name servers; or
 - v. Using means (manual or electronic) to avoid any use limitations placed on a System, such as access and storage restrictions;
- O. Distributes, publishes, sends, or facilitates unsolicited mass e-mailings, promotions, advertising, or solicitations, including commercial advertising and informational announcements;



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- p. Alters or obscures mail headers or assume a sender's identity without the sender's explicit permission; or
- q. Collects replies to messages if those messages violate this AUP.
- 6. Use the Services to invade another person's privacy; appropriate another's personality; unlawfully promote or incite hatred;
- 7. Post, transmit, distribute, disseminate, upload or download Content which is unlawful, threatening, harassing, abusive, libelous, slanderous, defamatory or otherwise offensive or objectionable or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule or regulation;
- 8. Use the Services to access any computer systems, software, data or any confidential, copyright protected or patent protected material or personal information of any other person without the knowledge and consent of such person, make unauthorized attempts to gain access to any account or computer resource not belonging to the Client (engage in "hacking", "spoofing", "phishing", "carding" or "pharming") or otherwise gain unauthorized access to, alter or destroy any information of another person by any means or device;
- 9. Use the Services to upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material which is confidential, protected by copyright or other intellectual, property or proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder;
- 10. Disrupt Voicepath's network, or the nodes or services thereof, or, directly or indirectly, use the Services to restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the use of the products or Services of Voicepath or the Internet, including, without limitation, knowingly posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, cancelbot, Trojan horse or other harmful, debilitating or disruptive feature or engage in unauthorized linking or framing ("denial of service attack");
- 11. Send any unsolicited communication (engage in "spamming"), including but not limited to sending large quantities of unwanted or unsolicited e-mail (engage in "mail bombing") or VoIP messages to individual e-mail or VoIP accounts (engage in "voice casting"), attempt to overload a system (engage in "flooding"), participate in broadcast attacks, interfere howsoever with Service to or by any user, host or network, engage in counterfeit, subterfuge or malicious activities (including "slogging"), make inappropriate postings to news groups, send false commercial messages or engage in any other abuse of e-mail or news group servers or otherwise interfere howsoever with the provision by Voicepath of any of its Services to any other of its customers;
- 12. Obtain or attempt to obtain products or services from Voicepath or anyone else by any means or device with intent to avoid payment therefor;
- 13. Unless permitted by the CSA, sell, resell or make, directly or indirectly howsoever, any of the products or services received from Voicepath available to any third party. The Client shall not permit any third party to gain access to the termination equipment of Voicepath. The Client shall not permit any third party to gain access to the termination equipment of the Client for the purpose of obtaining access to Voicepath's network for the purpose of obtaining any of the products or services of Voicepath, whether directly or indirectly;



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14. Engage in any activities that deny, disrupt or misdirect Service to or use of Service by any customer or end-user of Voicepath;
15. Engage in account sharing, including, without limiting the generality of the foregoing, permitting third parties to use the Client's account or password;
16. Use the Services for simultaneous sessions using the same User ID or password;
17. Forge any part of an IP packet header;
18. Violate any system or network security measures including engaging in unauthorized access or use of Voicepath's or a third party's network, data or information;
19. Use another site's mail server to relay mail;
20. Use, intend or attempt to use, or allow the use of the Services contrary to any municipal, provincial, federal or international law, order, rule or regulation ;
21. Use any of the Services contrary to the decisions, orders, policies or other requirements of the Canadian Radio-television and Telecommunication Commission or of any other regulatory body with jurisdiction over the Services, Voicepath or the Client; or
22. Engage in any activity which Voicepath advises the Client is, in the sole and unfettered discretion of Voicepath, similar to any of the foregoing or is reasonably and generally regarded in the industry to be an unacceptable use of the Services or is otherwise unacceptable use of the Services.

Fair Usage Policy

Voicepath reserves the right to either immediately suspend Client's Services and offer Client an Alternative Service plan or terminate Client's Service if Voicepath determines, in Voicepath's sole and absolute discretion, that Client's use of the Service or the Equipment is, or at any time was, inconsistent with normal usage patterns or Client exceeds the fair usage limits. In addition, Client will be Required to pay Voicepath's higher rates for service for all periods in which Client's use of the Service or the Equipment was inconsistent with normal use or the fair usage limits.



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