

Introduction

This Acceptable Use Policy (this “**AUP**”) applies to all products and services (the “**Services**”) provided by Gossamer Threads Inc. and its affiliates (collectively, “**GTI**”) and is intended to protect GTI, its customers and the Internet community from abuse of resources and irresponsible and illegal activities. This AUP, including the following list of Prohibited Activities, is an integral part of your Hosting Service Agreement with GTI and is incorporated therein. If a customer engages in any of the activities prohibited by this AUP, such action is a breach of the Hosting Service Agreement and GTI may suspend or terminate the customer’s account and access to the Services.

This AUP is a non-exclusive list of the actions prohibited by GTI Customers. GTI reserves the right to amend this AUP at any time, and such amendments will be effective upon posting at <http://www.gossamer-threads.com/>

Prohibited Uses of GTI Systems and Services

The Services may only be used for lawful purposes. Customers may not, directly or indirectly, use the Services to transmit, re-transmit, distribute, display, publish, direct, re-direct or store material in violation of any international, federal, provincial or state treaties, protocols, laws or regulations, statutory or otherwise, including, but not limited to, laws or regulations relating to fraud, harm to minors, obscenity, indecency, defamation, infringement of trademarks or copyrights or national security, that is offensive, fraudulent or harmful or that violates the rules, regulations or policies that apply to any third-party network, server, computer database or website. The following list of prohibited uses illustrate some, but not all, uses that are prohibited by GTI and breach the Hosting Service Agreement:

1. Any uses of the Services without proper authorization in violation of any law or regulation that protects copyright, trademarks, trade secrets or other intellectual property rights, or that are obscene, defamatory, constitute an illegal threat, constitute a financial scam or violate export control laws.
2. Sending unsolicited commercial or bulk e-mail, including without limitation sending spam from another service provider. The Services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider (an “**ISP**”) if those messages violate this AUP or that of the other ISP.
3. Unauthorized collection, access, alteration or destruction, or any attempt thereof, of any information of any GTI customers or end-users by any means or device.
4. Adding, removing or forging identifying network header information in an effort to deceive or mislead.
5. Running unconfirmed mailing lists, including without limitation soliciting e-mail addresses to any mailing list without the express and verifiable permission of the e-mail address owner. All mailing lists run by GTI customers must meet or exceed the standard of “Confirmed Opt-in” procedures. 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 e-mail addresses from third parties for mailing to or from any GTI-hosted domain, or referencing any GTI account, is prohibited.
6. Any activities likely to harass any other user, whether on the GTI network or on another network, or have the effect of preventing legitimate users of a service from using that service (“**denial of service attacks**”).

7. Advertising, transmitting or otherwise making available any software, program, product or service that is designed to violate this AUP or the acceptable use policy of any other ISP, including without limitation the means to send spam, initiate ping, flooding, mail-bombing or denial of service attacks.
8. Operating an account on behalf of or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at www.spamhaus.org or any similar register that identifies spammers.
9. Unauthorized attempts to gain access to any account or computer resource or related security systems or attempts to obtain any service by any means or device with the intent to avoid payment.
10. Using the Services to interfere with the use of the GTI network by other customers or authorized users.

Customer Responsibility for Customer's Users

Each GTI customer is responsible for the activities of its employees, representatives, customers and users and, by accepting service from GTI, agrees to ensure that they will abide by this AUP. GTI will forward any complaints to the GTI customer's postmaster for action. If any violation of this AUP occurs, GTI may terminate the Services or take action to stop the offending customer from violating this AUP, as GTI deems appropriate, without notice, and without any liability to the customer.

Investigation and Enforcement

GTI has the right, but not the obligation, to strictly enforce this AUP through self-help, active investigation, litigation and prosecution. GTI may access and disclose any information (including transactional information or confidential information) related to any access or use of the Services for any lawful reason, including without limitation (1) responding to emergencies; (2) complying with the law, such as responding to a lawful subpoena; (3) protecting GTI's rights or property and those of its customers; or (4) protecting users of the Services and other carriers from fraudulent, abusive or unlawful activities. Any failure to insist upon or enforce performance of any provision of this AUP will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practices will act to modify any provision of this AUP. If any provision of this AUP is deemed unlawful, void or for any reason unenforceable, that provision will be deemed severed from this AUP so that it does not affect the validity and enforceability of the remaining provisions.

This AUP shall be governed by the laws of the Province of British Columbia, exclusive of its choice of law principles, and the laws of Canada applicable therein. The courts of the Province of British Columbia shall have exclusive jurisdiction over and venue of any suit that relates to this AUP.