

# LQ TECHNOLOGIES ACCEPTABLE USE POLICY (UAP)

## GENERAL

LQ Technologies has published this Acceptable Use Policy (UAP) as part of our overall effort to provide high-quality, reliable service to our customers; protect the privacy and security of our customers, systems, and networks; encourage responsible use of network resources; and comply with applicable laws. This Policy applies to all customers and end users of LQ Technologies services. This Policy supplements, but does not supersede, the contracts that customers have with LQ Technologies.

## ILLEGAL AND PROHIBITED USE

This section is used to address actions, content and or practices that are prohibited by law and by rules set forth by the Service Provider. Please review the sections below before using Service Provider's Services or networks. The restrictions are not negotiable. Not all Services provided by Service Provider are listed or mentioned but are bound by this document.

Users found to engage in activities that Service Provider determines, in its sole discretion, are in violation of this AUP will have their accounts terminated. Violators may also be subject to any appropriate legal action and/or consequences. Service Provider reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected illegal activity or civil wrong. Activities or use of Services considered by Service Provider to be a violation of this AUP are as follows, but are not limited to:

- to post or transmit information or communications that, whether explicitly stated, implied, or suggested through use of symbols, are obscene, indecent, pornographic, sadistic, cruel, or racist in content, or of a sexually explicit or graphic nature; or which espouses, promotes or incites bigotry, hatred, terrorism or racism; or which might be legally actionable for any reason;
- to post, transmit, download or view any material whatsoever pornographic in nature involving actual images of children or minors or digitally or otherwise artificially created or manipulated images of children or minors, or any material whatsoever that may be deemed obscene under applicable law;
- to access or attempt to access the accounts of others, to spoof or attempt to spoof the URL or DNS or IP addresses of Service Provider or any other entity, or to attempt to penetrate or penetrate security measures of Service Provider or other entities' systems ("hacking") whether or not the intrusion results in corruption or loss of data;
- to introduce viruses, worms, harmful code and/or Trojan horses on the Internet;
- to violate Service Provider or any third party's copyright, trademark, proprietary or other intellectual property rights, including trade secret rights;
- to use any name or mark of Service Provider, its parent, affiliates or subsidiaries, as a hypertext link to any Web site or in any advertising publicity or other commercial manner;
- to use the Service or the Internet in a manner intended to threaten, harass, intimidate or terrorize;
- to make false or unverified complaints against any Service Provider subscriber, or otherwise abusing any of Service Provider complaint response procedures
- Indirect or attempted violations of this AUP.
- Reselling of service provided by Service Provider.
- Services used to transmit, retransmit, distribute, post, or store any material that in the judgment of Service Provider is threatening, libelous, defamatory, or otherwise objectionable including but not limited to child pornography and advocating unlawful activity against any persons, animals, governments or businesses.

- Harassment of users, employees, or of others will not be tolerated.
- Actions and/or Services prohibited by state and local law.
- Distribution, posting, copying or dissemination of copyrighted material including but not limited to movies and/or music.
- Inhibiting any other person's use of the service provided by Service Provider is prohibited.
- Participation in illegal gambling, lottery or other similar activities.
- Making fraudulent offers.
- The attempt to access the accounts of other or other computers and/or networks to penetrate security measures, whether or not the intrusion results in damage. Service Provider reserves the right to limit, restrict and/or prohibit Services it provides to customers, as Service Provider determines necessary. The restrictions mentioned apply to all users unless specifically documented.

## **UNSOLICITED, SPAM AND JUNK MAIL**

LQ Technologies has a "zero tolerance" policy for SPAM. Any User of LQ Technologies' Services found to be actively distributing or engaged in the mass distribution of unsolicited emails without consent of the intended receiver may have their account(s) terminated and all future access to Service Provider's Services and network revoked.

You may not use the services, or any Equipment or Software provided by LQ Technologies:

1. to send e-mail of a personal, bulk or commercial nature, including, without limitation, bulk mailings of commercial advertising, informational announcements, charity requests, political or religious messages, and petitions for signatures, except to those who have requested such e-mails via a confirmed opt-in subscription process maintained by You;
2. to send e-mail or other messages to someone who has indicated that he or she does not want to receive messages from You;
3. to collect or receive responses from unsolicited e-mail messages (even if such e-mail was sent from accounts on other Internet service providers or e-mail Services) that violate the Agreement or this Acceptable Use Policy or the terms of use under the other Internet service provider or e-mail service from which it was sent;
4. to conduct "mail bombings" (e.g., to send more than ten copies of the same or substantially similar message, or to send very large messages or files, with the intent of disrupting a server or account);
5. to send or forward make-money-fast schemes or chain/pyramid letters (whether or not the recipient requests it);
6. to harvest e-mail addresses or personal information of other Service Provider subscribers or the subscribers of any other network; or
7. to use another Internet site's mail server to relay mail without the express permission of the owner of that Internet site.

## USER RESPONSIBILITIES

Customers are responsible for any misuse of LQ Technologies' services that occurs through the customer's account. It is the customer's responsibility to ensure that unauthorised persons do not gain access to or misuse LQ Technologies' services.

LQ Technologies urges customers not to reply to unsolicited mail or "spam", not to click on any suggested links provided in the unsolicited mail. Doing so remains the sole responsibility of the customer and LQ Technologies cannot be held liable for the Customer being placed on any bulk mailing lists as a result.

Where the customer has authorised a minor to use any of the LQ Technologies' services or access its websites, you accept that as the parent/legal guardian of that minor, you are fully responsible for: the online conduct of such minor; controlling the minor's access to and use of any services or websites; and the consequences of any misuse by the minor, including but not limited to transactions entered into by the minor using such access.

LQ Technologies cannot be held liable for any business dealings you have with any third parties on the Internet, including any vendors, or advertisers found on, or through, the LQ Technologies network. Further, LQ Technologies assumes no responsibility whatsoever for any charges you or any user of your account incurs when making purchases or other transactions in this manner. Further, the responsibility for ensuring compliance with all applicable customs and exchange control laws in connection with any such transactions shall be the customer's.

## PRIVACY & CONFIDENTIALITY

LQ Technologies respects the privacy and confidentiality of our customers and users of our service. Please review our privacy policy which details how we collect and use personal information gathered in the course of using our services.

## COMPLAINTS AND PROCEDURES

It is the customer's responsibility to familiarize himself or herself with the procedure set out below and report any cases of violation of this AUP to LQ Technologies' designated complaints handling agents.

Please note that LQ Technologies cannot handle complaints concerning networks or users that do not have service contracts with us or our affiliates or are outside of our control. In order for LQ Technologies to thoroughly investigate the complaint and take appropriate action, all complaints must be in writing, via fax or e-mail and contain as much information as possible, including, but not limited to:

- the origin of abuse or offence, including the website, full mail headers, relevant logfile extracts etc;
- any contact details for the source of the complaint;
- a brief explanation why the incident is considered to be an offence.

## CHANGES TO THE POLICY

We may change the terms of this policy at any time. We will notify you of any changes by placing a notice in a prominent place on the website or by email. If you do not agree with the change you must stop using the services. If you continue to use the services following notification of change to the terms, the changed terms will apply to you and you will be deemed to have accepted such terms.

## RESERVATION AND NON-WAIVER OF RIGHTS

LQ Technologies reserves;

- The right to amend or alter this policy at any time, and without notice to you.
- The right to take action against any individuals, companies or organisations that violate any of the prohibited activities set out herein or engage in any illegal or unlawful activity while accessing our services, to the fullest extent of the law.
- The right to monitor user and network traffic for site security purposes and prevent any unauthorised attempts to tamper with our site or cause damage to our property.
- The right to suspend, revoke or cancel LQ Technologies' services to the customer/user if the safety and integrity of LQ Technologies' resources are placed at risk in continuing to provide service to the subscriber/user.
- The right to remove any information or materials in whole or in part, that, in LQ Technologies' sole discretion, is deemed to be offensive, indecent, or otherwise objectionable.
- LQ Technologies does not undertake to guarantee the security of any data passing through its networks. It is the responsibility of the communicating parties to safeguard their data, and LQ Technologies cannot be held liable for any loss or damage arising as result of the failure to do so.
- LQ Technologies does not waive its right to enforcement of this AUP at any time, or prejudice its right to take subsequent action, should LQ Technologies fail, neglect or elect not to enforce a breach of the AUP at any time.