

OUR ACCEPTABLE USE POLICY

PURPOSE

The ENMAX Envision Acceptable Use Policy (AUP) exists to ensure that we provide a high quality service to our customers and protect their privacy and security. The AUP is designed to protect the ENMAX Envision Services, users of the ENMAX Envision Services and network, and the Internet community as a whole from improper and illegal activity over the Internet.

The AUP applies to all customers of ENMAX Envision who purchase or use ENMAX Envision Dedicated Internet Access services.

"Customer" includes any organization, individual, company, or other entity and their agent or affiliate, to which ENMAX Envision directly or indirectly provides "ENMAX Envision Services".

"ENMAX Envision Services" includes, without limitation, any ENMAX Envision facilities, any equipment owned and operated by ENMAX Envision, and any services provided by or arranged by ENMAX Envision, and any service which is the subject of an agreement between ENMAX Envision and the Customer, regardless of whether the user of the ENMAX Envision Services has a contract with ENMAX Envision.

PROHIBITED USES

While using ENMAX Envision Services, you are prohibited from transmitting, distributing, retrieving or storing any material deemed illegal or inappropriate, including, but not limited to, the following:

- Intellectual property, such as data or other material protected by patents, copyright, trademark, trade secret, or trade laws, or other intellectual property rights used without proper authorization.
- Inappropriate content that is obscene or constitutes child pornography, material that is libelous or defamatory, hateful, or that constitutes an illegal threat or abuse, and any material that encourages conduct that may result in civil and/or criminal activity.

ENMAX Envision also prohibits the following conduct:

- Violating the personal privacy of another individual.
- Exporting encryption software over the Internet that violates export control laws or other export regulations.

EMAIL ABUSE / SPAMMING

ENMAX Envision prohibits customers from using its services to send unsolicited commercial messages. ENMAX Envision Services must not be used to breach the security of any account, network, service, or other system of ENMAX Envision, or to gain unauthorized access to another network or system. Further prohibited activities include, but are not limited to:

- Spamming, or sending large numbers of commercial e-mail messages or unsolicited bulk e-mail to advertise, offer, sell or buy any goods or services.
- Using e-mail to harass or intimidate others.
- Soliciting donations for charity, signatures for petitions, sending chain mail or financial scam-related requests.
- Operating an unsecured e-mail relay.
- Mass electronic messages ("mail-bombing" or "flooding of networks") with deliberate attempts to overload a service and attempts to make a host unreachable.
- Altering the headers of an e-mail message to conceal the recipient's or sender's identity, or any other illegitimate purpose.
- Using another site's mail server to relay mail without the express permission of the site.
- Posting the same or similar messages to one or more newsgroups (excessive cross-posting or multiple-posting, also known as "spam").
- Attempting to gain access to any other person's computer, software or data, without their knowledge or consent.
- Circumventing user authentication or security of any host, network, or account ("cracking" or "hacking").

OUR ACCEPTABLE USE POLICY

- Interfering with service to any user, host, or network ("denial-of-service attacks").
- Using or distributing tools designed to compromise security, such as password-guessing programs, cracking tools, packet sniffers, or network probing tools.

NETWORK SECURITY AND PRIVACY

Customers are responsible for ensuring their network is secure. Customers are required to take all necessary steps to manage the use of the ENMAX Envision Services in a way that minimizes network abuse. Violating system or network security is prohibited and may result in civil and/or criminal liability.

Any data or information transmitted over the Internet by a customer or customer's user may be susceptible to interception and alternation.

NETWORK SECURITY AND PRIVACY

A customer's use of ENMAX Envision Services or any part of the ENMAX Envision systems constitutes the acceptance of and agreement to abide by all policies outlined in this AUP, as may be amended from time to time. This AUP is in addition to and a supplement of the Terms and Conditions as outlined in the agreement for ENMAX Envision Services signed by the customer.

ENMAX Envision may at times monitor the performance of ENMAX Envision Services electronically to ensure its facilities are running properly. The customer therefore acknowledges that ENMAX Envision has the right, but not the obligation, to monitor or disclose the contents of private communications if ENMAX Envision or one of its service providers reasonably believes that such action is necessary:

- To comply with applicable law or valid legal processes.
- To protect ENMAX Envision's rights or property.
- To enforce the terms of this policy.

ENMAX Envision is not obliged to inform the customer that such information has been disclosed or will be disclosed.

GENERAL

ENMAX Envision is not responsible for, and shall not be held liable for any damages resulting from conduct, content, communications, goods and services available on or through ENMAX Envision Services. Indirect or attempted violations of this AUP, and actual or attempted violations by a third party on behalf of a customer, shall be considered violations of the policy by that customer. The customer is solely responsible for use of their ENMAX Envision account, regardless of whether use of the account occurred without the customer's consent or knowledge.

ENMAX Envision may investigate incidents involving violations of this AUP; the customer faces civil or criminal liability for these violations.

If ENMAX Envision believes, in its sole discretion, that a customer has violated this AUP has occurred, it may take responsive action, including, but not limited to:

- Removing the offending material.
- Establishing immediate or temporary filtering.
- Denying access.
- Suspending or terminating ENMAX Envision Services.

ENMAX Envision is not required to provide notice for any responsive action it may take.

The terms of this AUP may change at any time and without prior warning. It is the ENMAX Envision customer's duty to be aware and informed of any such changes. The AUP and any amendments that may be made to it can be found online at enmax.com/envision

Your use of ENMAX Envision Services will constitute acceptance of the amended AUP.

If you have any questions about this AUP, please contact ENMAX Envision at envision@enmax.com