

AXIA ACCEPTABLE USE POLICY

If you are our customer, this policy applies to you. The purpose of this policy is to preserve the integrity of our services and provide a common understanding of what is considered acceptable and unacceptable use of our services.

1. COMPLIANCE

This policy applies to you, our customer, and users of our services (collectively referred to in this policy as "you"). Using our services constitutes acceptance of and agreement with this policy.

(a) DO:

- (i) Comply with all applicable local, provincial, federal laws and regulations and take reasonable responsibility for your data to ensure that the data you transmit and receive complies with all applicable laws, rules, regulations and this policy.
- (ii) Protect the physical security of the Box in your home or business.
- (iii) Report violations to us.

(b) DO NOT:

- (i) Participate in illegal activity while using the services (or generally). We have the right to participate with legal authorities and relevant third parties in their investigations of crimes or civil wrong without notifying you.
- (ii) Post or transmit any unlawful, threatening, abusive or profane information of any kind.
- (iii) Post or transmit any information or software that you know contains a virus, worm, cancelbot or other harmful component, or contains encryption in violation of export control laws.
- (iv) Post, transmit or distribute in any way, information, software or other material which is protected by copyright or other proprietary right or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder.
- (v) Distribute or publish unsolicited promotions, advertising or solicitations for funds, goods or services, including junk mail and spam.
- (vi) Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity.
- (vii) Use someone else's mail server to relay mail without the express permission of the site.
- (viii) Use or distribute tools designed to compromise security, such as password guessing programs, cracking tools, packet sniffers, or network probing tools.
- (ix) Interfere with the operation of the services.
- (x) Abuse or fraudulently use the Internet in any way not specifically set forth above.

2. CONTENT CONTROL AND MONITORING.

You agree and are aware that:

- (a) We do not normally engage in content control and data monitoring. We will not conduct this for you unless we are specifically requested and have the lawful authority to do so.
- (b) We may engage in the monitoring of the services for the purposes of managing and administering the services to you. We have the right to institute measures we believe are appropriate to support the services we provide to you, the agreement with you to provide you services, to provide secure services and to comply with this policy.
- (c) We may or may not monitor the use of the services for compliance with this policy.

3. PRIVACY.

We will normally respect your privacy rights but if you want to ensure your privacy, you should institute appropriate controls and measures to ensure the privacy of your data.

4. LIABILITY EXCLUSIONS.

Under no circumstances will we be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from your use or inability to use the services, to access the Internet, reliance on or use of information, services or merchandise provided on or through the using our services, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance.

5. VIOLATION OF THIS POLICY

If you violate this policy, when possible, we will notify you of the violation and any action that we have taken or will take as a consequence of the violation and tell you what you are required to do to rectify the situation. We may deny you access to the services with or without notification, depending on the circumstances. We may suspend services, remove offending material, deny access or filter services until such time that you can demonstrate to us that the situation has been resolved and controls are in place to mitigate the risk of reoccurrence.

Where there is an indication of a contravention of law or breach of contract, then we reserve the right to notify legal authorities and instigate legal action. We reserve the right to define any and all violations and to administer the necessary actions as a result.

6. REPORTING POLICY VIOLATIONS

Please report violations to us by email at communications@axia.com or by phone at **1-866-773-3348**