

Infinite IT Solutions Inc. (“8IT”) is committed to complying with legislation and ensuring all its Customers (“Customer”) have the ability to use its Services without interference or harassment. 8IT’s Acceptable Use Policy (“AUP”) is designed to help achieve these goals.

This AUP is intended to set out the rules and guidelines governing the use of the Managed IT Services provided by 8IT to Customer. The AUP is an integral part of the Service Agreement between 8IT and Customer.

By using any of 8IT’s services, Customers agree to comply with this AUP and to remain responsible for its users, where applicable. 8IT reserves the right to change or modify the terms of the AUP at any time, by posting an updated version on its Website at <http://www.8IT.ca/AUP.pdf>. Customer’s use of 8IT’s services after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.

1. Scope of the AUP

The AUP applies to all 8IT products and services but is in particular applicable to iCare, iSecure, iComply, iConnect (including Internet, Voice, & Data Centre services), and iConsult solutions. Customers shall comply with this AUP in order to receive uninterrupted services as contracted by Customer to 8IT.

2. Lawful Use

Customer agrees to use the Service only for lawful purposes and in compliance with all applicable laws, regulations, and policies. Customer will not use the Service for any unlawful, fraudulent, or malicious activities.

3. Prohibited Activities

General Prohibitions: 8IT prohibits use of the Services in any way that:

- i. Is unlawful, incitement to commit criminal acts, harmful to or interferes with use of 8IT’s network or systems, or the network of any other provider;
- ii. engages in any illegal activity or use the Service for any illegal purpose;
- iii. interferes with the use or enjoyment of Services received by others;
- iv. interferes with the normal operation of 8IT’s network or systems, or that imposes an unreasonable burden on 8IT’s resources;
- v. infringes Intellectual Property Rights;
- vi. results in the publication of threatening or offensive material which is harmful, obscene, discriminatory, defamatory, constitutes hate speech;
- vii. may transmit, distribute, or store any material that is offensive, obscene, defamatory, or otherwise objectionable;
- viii. constitutes abuse, a security risk or a violation of privacy.

Failure to adhere to the rules, guidelines or agreements applicable to search engines, subscription Web services, VoIP Service, chat areas, bulletin boards, Web pages, applications, help desk services, software bundled with a Service agreement, or other services that are accessed via a link from an 8IT-branded website or from a website that contains 8IT-branded content is a violation of this AUP.

Acceptable Use Policy

For further clarification, the following are examples of unacceptable use that may result in violation of this policy:

- a. **Unlawful Activities:** Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, provincial, national or international law, treaty, court orders, ordinance, regulation or administrative rules.
- b. **Violation of Intellectual Property Rights:** Service(s) shall not be used to publish, submit/receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the Intellectual Property Rights or privacy or publicity rights of 8IT or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other Intellectual Property Right now known or later recognized by statute, judicial decision or regulation.
- c. **Threatening Material or Content:** Services shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. In addition, for those Services that utilize 8IT provided software, help desk support, internet services, web / content hosting or any other service facilitated by 8IT, 8IT reserves the right to decline to provide such services if the content is determined by 8IT to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.
- d. **Inappropriate Interaction with Minors:** Services should not be used for the purpose of committing an offence against a child or in way that would constitute or promote unlawful interaction with children.
- e. **Child Pornography:** Services shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to 8IT at the following e-mail address: a. 8IT will report any discovered violation of this prohibition to the South African Police Services and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.
- f. **Spam/E-mail Abuse:** Spam/E-mail abuse is prohibited from using 8IT Services. Spam/E-mail abuse shall include, but are not limited to, the following activities:
 - a. sending multiple unsolicited electronic mail messages or “mail-bombing” to one or more recipient;
 - b. sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;
 - c. sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;

- d. sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- e. sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of the 8IT network or of the networks with which 8IT interconnects, by virtue of quantity, size or otherwise;
- f. using another site's mail server to relay mail without the express permission of that site;
- g. using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by this AUP;
- h. using IP addresses that the Customer does not have a right to use;
- i. collecting the responses from unsolicited electronic messages;
- j. maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- k. sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the Services or the Internet (e.g. through language, frequency, size or otherwise);
- l. using distribution lists containing addresses that include those who have opted out;
- m. sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header;
- n. falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- o. using redirect links in unsolicited commercial e-mail to advertise a website or service;
- p. posting a message to online forums or newsgroups, that could reasonably be expected to generate complaints;
- q. intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties;
- r. knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
- s. using, distributing, 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 Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

4. Fair Use

We reserve the right to establish policies, rules and limitations, from time to time, concerning the use of any service. You must comply with any bandwidth, data storage, reasonable support request volumes, unnecessary support request escalations, excessive use of support requests, and other limitations we may impose, in our reasonable discretion. Failure to comply with these rules may result in your service being restricted, suspended or terminated, in our reasonable discretion.

We reserve the right to manage our network and any Services and/or network services, for security purposes, and in order to optimize its efficiency for the benefit of all our Customers, including, without limitation, by way of the following: rate limiting (speed), rejection or removal of spam or otherwise

unsolicited bulk e-mail, anti-virus mechanisms, protocol filtering and imposing restrictions on your use. We may take any other action we deem appropriate in order to help ensure the security of our network and IP Services and to help ensure the integrity of the network experience for all Subscribers, including limiting your data traffic by controlling your network and/or bandwidth usage.

We reserve the right to consolidate duplicate requests that are related and/or are deemed to be similar in nature to other requests. Customer understands that 8IT shall use their own discretion when consolidating requests.

We reserve the right to limit the number of emails that you may send in any given period or to limit the total message volume (amount of data) sent per hour that is within normal and reasonable business processes. 8IT will not restrict outgoing or incoming email whatsoever, but should Customer send an excessive volume of email without justification, 8IT may delay some emails in order to ensure there is no impact to Services overall for all Customers.

Should your company subscribe to iConnect Services, you agree not to restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet or any services, or create an unusually large burden on our network, including, without limitation, continuously uploading or downloading streaming video or audio; continuous FTP uploading or downloading, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information, or to use the services in an abusive manner in connection with any unlimited or uncapped packages, options or promotions.

You may not use any Service for unattended automated operation, unless otherwise agreed.

You may not resell any services, receive any charge or benefit for the use of any services or provide access or any other feature of the Services to any third party or in any other way exploit the Service in any way. For example, you cannot provide Internet access to others through a dial up, ADSL, Wireless, Fibre or other connection, host shell accounts over the Internet, provide e-mail or news services to third parties, or allow any other organizations to access the Services you are subscribing to from 8IT. You may not share your services with any third party. Every user must have their own unique login and may not share services procured from 8IT unless specified in writing in your Agreement.

5. Security Violations

Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of 8IT's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. System or network security violations shall include, but are not limited to:

- unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);

- using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- engaging in the transmission of pirated software;
- using manual or automated means to avoid any use limitations placed on the Services;
- providing guidance, information, or assistance with respect to causing damage or security breach to 8IT's network or systems, or to the network of any other Service provider;
- failure to take reasonable security precautions to help prevent violation(s) of this AUP.

6. Customer Responsibilities

Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed, or transmitted using the Services. 8IT has no responsibility for any material created on 8IT's network or accessible using Services, including content provided on third-party websites or software applications linked to the 8IT network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by 8IT of the content(s) of such sites.

Customers are responsible for taking prompt corrective action(s) to remedy a violation of the AUP and to help prevent similar future violations.

7. AUP Enforcement and Notice

The Customer's failure to observe the guidelines set forth in this AUP, including without limitation to the provisions in adjoining Agreements and/or Terms and Conditions, will be regarded as a material breach and may result in 8IT taking actions, which may either be a warning, a suspension or termination of the Customer's Services. When reasonably possible, 8IT may provide the Customer with a notice of an AUP violation allowing the Customer to promptly correct such violation.

If the Services are used in a way that we, in our reasonable discretion, believe violates this AUP, including any of our Terms and Conditions and/or Agreement provisions, we may take any responsive actions we deem appropriate. Such actions may include without limitation, temporary or permanent removal of content, cancellation of Services, filtering of Internet transmissions, and/or the immediate limitation, restriction, suspension or termination of all or any portion of the services or your account.

Should you engage in any one or more of the above activities, which shall be determined in 8IT's reasonable discretion and which decision shall be final, then 8IT shall be entitled, without prejudice to any other rights it may have, to take any responsive action we deem appropriate, such actions may include, without limitation:

- without notice, temporary or permanent limitation, restriction or suspension of your access to the Service concerned if deemed a threat to 8IT or any other 8IT Customer(s);
- terminate all agreements with you with immediate effect;
- bill you for any costs incurred by 8IT as a result of the offending activity, including (without being limited to) remediation costs, administration costs, downtime, usage of 8IT's name or registered domain names and CPU cycles; and
- disclose information relating to the offending activity as may be required under the circumstances to legal authorities.

8IT has no obligation to monitor content of any materials distributed or accessed using the Services. However, 8IT may monitor content of any such materials as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect 8IT's network and its Customers.

8. Incident Reporting

Any complaints (other than claims of copyright or trademark infringement) regarding violation of this AUP by an 8IT Customer (or its user) should be directed to abuse@8IT.ca, include details that would assist 8IT in investigating and resolving such complaint.

9. Changes

8IT reserves the right to modify this AUP at any time, either as a result of legal requirements or to accommodate the needs of 8IT. Customer must refer back to the AUP located online (<https://8it.ca/AUP.pdf>) for the latest version of this document. Should Customer continue using Services after the policy is updated, it will be understood that Customer accepts the new version of the AUP without exception. By signing the related quote or Agreement, Customer acknowledges that it has read, understood, and agrees to abide by this AUP.