

Section 1 - Interpretation

1.1 Definitions

In this Policy:

1. **IXICA** includes all businesses owned or operated by IXICA Communications Inc. and its affiliated companies.
2. **Customer** means a person who subscribes for or purchases Internet services from IXICA.
3. **Facilities** mean any facilities, equipment, or software provided in connection with the Internet Services.
4. **Internet Services** means the Internet and communications services provided by IXICA to Customers, and includes the facilities and equipment incidental to such Internet Services.
5. **"We", "Us" and "Our"** refers to IXICA Communications Inc., its affiliates, and employees, directors, officers, agents, representatives, interconnection service providers and suppliers.
6. **You** mean the customer who contracts with IXICA and includes anyone who makes use of your IXICA account.

1.2 Scope of Application

This policy is intended for all Customers using our Internet Services or maintaining domains residing on IXICA servers, including regular hosting Customers, resellers and their clients.

1.3 Updating

We shall revise this Internet Usage Policy from time to time, in light of changing business and legal requirements. The current policy will be available at <http://www.ixica.com/termservice/briup.pdf>

Section 2 - Purpose of Policy

2.1 Our Commitment to You

We provide a variety of Internet-related access services to numerous Customers. This means that we have a responsibility towards each Customer to provide the best service that we can. This policy ensures that these crucial obligations to all our Customers can be met.

2.2 Your Obligations

You must comply with this Policy, any applicable legal requirements and any directives which we send to you.

2.3 Resale of Services

We require all Customers reselling our Internet Services in any way, to ensure that these rules are understood and followed by their clients. Anyone who resells or purchases our Internet Services agrees that we shall not be held liable for any promises that resellers extend to their clients, including quality of service, financial obligations, financial losses or any other claim not expressly promised by IXICA to the reseller in writing.

Section 3 - Unlawful Activities

3.1 Illegal Activities

You must not:

1. Post, transmit, link to, disseminate or otherwise distribute any unlawful material (such as child pornography or legally obscene material);
2. Operate pyramid or other illegal soliciting or fund raising schemes;
3. Engage in fraudulent activities including forgery, impersonation, or forging another person's signature;
4. Engage in activities which disseminate hate propaganda, contrary to law; or
5. Intentionally violate any applicable law.

3.2 Co-operation with Law Enforcement

Authorities

IXICA reserves the right to report illegal activities to governmental authorities and to assist them in any prosecution.

3.3 Activities which Interfere with the Legal Rights of Others

You must not:

1. Disseminate material which violates the copyright, moral rights or other intellectual property rights of others; or
2. Defame, abuse, stalk, harass, or threaten others; or
3. Otherwise violate the contractual, property or civil rights of others, including rights relating to privacy and publicity.

Section 4 - Unacceptable Use:

4.1 Prohibited Activities

You must not:

1. Use the Internet Services to send out unsolicited e-mail, whether of a commercial nature or not, which degrades the performance of the network;
2. Send e-mail messages to another individual or another system who has explicitly asked you to stop;
3. Distribute chain letters, pyramid schemes, "Ponzi" schemes, or multi-level marketing scams;
4. Improperly restrict, inhibit or degrade others' use of the Internet Services;
5. Use the Internet Services to breach the security of another user, or to attempt to gain access to another person's computer, software or data, without the knowledge and consent of that person or to attempt to circumvent the user authentication or security of any host, network or account, including accessing data not intended for your access, unauthorized logging into or making use of a server or account or probing the security of other networks;
6. Use the Internet Services to interfere with (or encourage others to interfere with) computer networking or telecommunication services to any user, host or network, including denial of service attacks, flooding of a network, overloading a service, or attempting to crash a host;
7. Maintain an open Simple Mail Transfer Protocol ("SMTP");
8. Distribute (or encourage others to distribute) spamware, mass e-mailing programs or technologies designed to overburden Internet operations;
9. Seize or abuse operator privileges;
10. Use or distribute tools designed for compromising security, such as packet sniffers, ping bombers, cracking tools, password guessing programs or network probing tools;
11. Transmit or disseminate any information or software which contains a virus, cancelbot, Trojan horse, worm or other harmful or disruptive component; or
12. Modify, reverse engineer or decompile, disassemble or create derivative works based on IXICA-provided software;

13. Breach current bandwidth or data storage restrictions to the point where such breach degrades network performance

14. Improperly restrict, disrupt or degrade IXICA's ability to maintain the network and deliver the Internet Service, or monitor the Internet Service, backbone, network nodes and other network services or components; or

15. Otherwise overburden our network or affect our ability to provide services to others.

4.2 Responsibility for Others

You are responsible if any third party misuses the Internet Services that you have contracted for, even if the misuse was unintentional.

4.3 Your Responsibility for Security

IXICA takes responsibility for applying reasonable commercial measures to ensure that its services are secure, and that Customers can use the Internet Services safely and with confidence. Because of the nature of the Internet we cannot guarantee safety and security and remind Customers of their responsibility for security. IXICA accepts no responsibility, whether in contract, tort, or otherwise for any damage you may sustain in using the Internet Services.

Section 5 - Consequences of Breach of Policy

5.1 If You Breach Your Obligations

You must comply with this Internet Usage Policy. If you do not comply, IXICA reserves the right to:

1. Cancel your service;
2. Terminate our Internet Services agreements with you;
3. Suspend the service;
4. Require you to remove any content that breaches the Policy; or
5. Remove any such content.

Section 6 – Contacts

For further questions concerning IXICA's services, please contact customer service at 1 877 772 3313. Please report any Internet abuse issues to abuse@ixica.com

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