Manitoba Hydro Telecom

ACCEPTABLE USE POLICY ("AUP")

This AUP applies to all Services supplied by MHT pursuant to a MHT Telecommunications Master Services Agreement ("MSA") or Telecommunications Customer Service Agreement between MHT and a Customer.

This AUP applies to Customer and End Users of the Services, as those terms are defined in Schedule A – General Terms and Conditions of Service. Determinations of whether Customer or End Users have violated the terms of this AUP shall be decided by MHT in its sole discretion with no recourse to the dispute resolution procedures in the MSA. Violation of this AUP will be dealt with according to the applicable terms of the MSA.

1. Prohibited Actions

While using or otherwise in connection with the Services, the Customer shall not, and shall ensure that its End Users shall not:

(i) invade another person's privacy;

(ii) do any act, including post, transmit, distribute or disseminate content or information, which:

(a) is illegal, including, but not limited to, content which is pornographic, threatening, harassing, abusive, libelous, slanderous, defamatory, incites or promotes hatred, encourages the commission of criminal offenses, or would otherwise violate any applicable municipal, provincial, federal or international law, order or regulation, including, but not limited to, those related to gambling activities, financial transactions, or the export or importation of information, software, or data;
(b) would give rise to civil liability;
(c) promotes, supports, or encourages membership in, a terrorist group or criminal organisation; or
(d) is otherwise offensive or objectionable.

(iii) access, intercept, alter, or destroy any computer account, resource, systems, software, data, or any other information of any person, without the knowledge and consent of such person;

(iv) install, upload, post, publish, deface, modify, transmit, reproduce, download or distribute in any way, information, data, software or other material which is protected by copyright, or other priority right, or related derivative works, without obtaining consent of the copyright owner or rights holder;

(v) directly or indirectly restrict, inhibit, impede or otherwise interfere with the ability of any other person to access or use any part of the Internet, including without limitation by posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, trojan horse or other harmful or debilitating feature or by committing an act such as a denial of service attack or smurf attack;

(vi) send unsolicited electronic messages that are in contravention of applicable anti-spam or other legislation or that otherwise cause complaints from the recipients of such unsolicited electronic messages (i.e. engage in spamming), nor send large quantities of unwanted or unsolicited e-mail to individual email accounts (i.e. engage in mail-bombing);

(vii) forge, falsify or otherwise modify mail header information or address information, or otherwise impersonate others;

(viii) without limiting the foregoing, do anything that could (i) cause any portion of MHT's IP or address space to be put on a blacklist such as the Spamhaus Block List maintained by Spamhaus (http://www.spamhaus.org/) or other similar blacklists, or (ii) cause portions of the Internet to block mail or refuse to route traffic to any portion of MHT's IP space or address space; or

(ix) assist or permit others to engage in any activity that constitutes a violation of this AUP.

2. System Risks

"System Risk" means a server, network, relay, or other resource that can be exploited by third parties in ways that could lead to contravention of this AUP. Examples include, but are not limited to, open news servers, unsecured mail relays, smurf amplifiers, anything deemed a threat by Canadian Cyber Incident Response Centre, distribution of malicious files or malware, copyright infringement or Botnet drone.

In the event that MHT notifies Customer that a System Risk is present in the Customer's Services, the Customer must immediately take all necessary steps to mitigate and eliminate any such risks. A failure to do so, or the exploitation of a System Risk after MHT has notified Customer of its existence, will be considered a violation of this AUP.