

# Eastlink Acceptable Use Policy

## Introduction

The provisions of this Acceptable Use Policy (the "Policy" or "AUP") apply to all Eastlink Consumer and Business Internet Customers EXCEPT Rural Connect Customers (Rural Connect Customers are subject to the Rural Connect AUP located [Here](#)). References to "Customer" and "You/your" include both consumer and business customers, except where noted otherwise. Service(s) refers to High Speed Internet, cellular wireless and any other services Eastlink may offer from time to time. Equipment means any device, equipment or hardware used to access the Service(s) or used in conjunction with the Service(s).

Use of the Services is subject to this AUP and applicable Eastlink Terms of Service. You are responsible for ensuring that the use of all Services complies with this AUP.

**IF YOU DO NOT AGREE TO BE BOUND BY THIS AUP, AS AMENDED FROM TIME TO TIME, YOU SHOULD IMMEDIATELY STOP USING THE SERVICES AND NOTIFY EASTLINK THAT YOU ARE TERMINATING THE SERVICES.**

Eastlink has the right to terminate or suspend service for non-compliance with this Policy. Eastlink reserves the right to make changes to this AUP without notice. Current updates or changes to this AUP will be posted at [www.Eastlink.ca/about/termsandconditions](http://www.Eastlink.ca/about/termsandconditions). Accordingly, you should access the website to ensure that your activities conform to the most recent version.

## Illegal Activity

The use of the Services for any activity that violates any local, provincial, federal or international law, order or regulation is a violation of this Policy. Prohibited activities include, but are not limited to:

- Posting or disseminating material which is unlawful (such as child pornography or obscene material).
- Disseminating material that violates the copyright or other intellectual property rights of others. You assume all risks regarding the determination of whether material is in the public domain.
- Pyramid or other illegal soliciting schemes.
- Any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.

## Security

You are responsible for any misuse of the Services that you have contracted for, even if the inappropriate activity was committed by another person accessing your Services with or without your permission. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services through any means, including, without limitation, wireless or wired network. The Services may not be used to breach the security of another user or to attempt to gain access to any other person's equipment, software or data, without the knowledge and consent of such person. The Services may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks or using or distributing tools designed for compromising security, such as password guessing programs, or other tools.

The Services shall not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a

service, spamming, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature is also prohibited. You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device. Eastlink recommends that any files or services you choose to make available for remote access be protected with a password or as otherwise appropriate.

## Inappropriate Content

There may be content on the Internet or otherwise available through the Services which may be offensive to some individuals, or which may not be in compliance with local laws, regulations and other rules. For example, it is possible to obtain access to content that is pornographic or offensive, particularly for minors. Eastlink does not assume any responsibility for the content contained on the Internet or otherwise available through the Services. You assume the risk of accessing content through the Service, and Eastlink shall not have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content. Customers may want to use a program capable of restricting access to sexually explicit material, or any other content that the customer wishes to restrict on the Internet. Content questions or complaints should be addressed to the content provider.

You are solely responsible for any information that you publish on the web or other Internet services. You must ensure that the recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from sending and receiving inappropriate content and/or participating in cyberbullying. Eastlink reserves the right to refuse to post or to remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

For the purposes of this AUP, "content" refers to all forms of communications including, without limitation, text, graphics (including photographs, illustrations, images, drawings, logos), executable programs, audiovisual recordings, and audio recordings.

Eastlink has the right, but no obligation, to monitor transmissions made on the Services. Eastlink may disclose the same in accordance with your subscriber agreement or as necessary to satisfy applicable laws and regulations.

By using the Services to reproduce, publish, display, transmit and distribute content, a user is warranting that the content complies with this Policy and authorizing Eastlink to reproduce, publish, display, transmit and distribute such content as necessary for Eastlink to deliver the content in a timely manner.

## Unsolicited Messages

The Services may not be used to send unsolicited bulk, commercial messages or for any other unsolicited communications. This includes, but is not limited to, bulk mailing or messaging of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages may only be sent to those who have explicitly requested it. The Services may not be used to send messages to any individual who has indicated that he/she does not wish to receive messages from you.

The Services may not be used to collect responses from unsolicited messages sent from accounts on other Internet hosts or messaging services which violates this Policy or the acceptable use policy of any service provider. Moreover, unsolicited messages may not direct the recipient to any web site or other resource that uses the Services. Forging, altering or removing email headers is prohibited.

You shall not reference the Eastlink network (e.g. by including "Organization: Eastlink" in the header or by listing an IP address that belongs to the Eastlink network) in any unsolicited messages even if that message is not sent through the Eastlink network.

"Mail bombing" is prohibited. That is, you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings.

Eastlink is not responsible for forwarding messages sent to any account that has been suspended or terminated. Such messages will either be returned to sender, ignored, deleted, or stored temporarily at Eastlink's sole discretion.

## Eastlink Email Inactivity

Eastlink Internet users may be provided with an @Eastlink.ca (or another affiliated domain) email account. Any email messages in a customer's Trash or Spam folders will be removed within 7 days. If a customer does not log in to his/her email account for a 6 month period or if the customer's Internet service is terminated, the email account will be deemed 'inactive'. 'Inactive' accounts will have all emails removed and the account will no longer be able to send or receive email. An 'inactive' customer's email address will not be retained.

## User-Generated Content Services

"User-Generated Content Services" or "UGC Services" refers to any services that allow an end user to post, upload or generate content online to be shared with a limited or unlimited number of recipients and may include, without limitation: newsgroups, online forums, message boards, chat programs, wiki's, photo sharing services, customer review sites, video sharing services, blogs and web hosting.

Any UGC Services accessed through the Services must comply with the UGC Service's written charter, policies or FAQs. You may only post advertisements, solicitations, or other commercial messages in the UGC Service if that service's charter, policies or FAQs explicitly permit them. You are responsible for determining the policies of the UGC Service before posting to it.

You must adhere to daily volume, file size and format restrictions of any UGC Service. Unless specified in the UGC Service's charter, policies or FAQs, you must not forge, alter or remove any information from the UGC Service. This includes attempting to circumvent the approval process for posting to a moderated newsgroup.

Eastlink has no obligation to monitor the content of any UGC Service and is not liable for any claims, losses, actions, proceedings, suits, liabilities, damages, settlements, penalties, fees, costs and expenses arising out of or relating to the content of any such service.

You must not use the UGC Service to perform "flooding." Flooding is defined as deliberately repeating actions in quick succession in order to fill the screens of other users with text or other content.

Any computer or other device connected through the Services may not maintain more than two simultaneous chat connections. This includes the use of automated programs, such as "bots" or "clones". Automated programs may not be used when the account holder is not physically present at the device.

The Services may not be used to send messages which disrupt another user's equipment, software, hardware, or other user display.

Forging, altering, or obscuring your identity (other than using a nickname from which Eastlink could if necessary determine your real name) while participating in chat sessions is forbidden.

## WebSpace

Certain Eastlink Internet service packages provide storage space and access for web pages through its WebSpace service. You are solely responsible for any information that you publish on your WebSpace. You must ensure that the intended recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content. Eastlink reserves the right to remove or refuse to post any information or materials, in whole or in part, that they, in their sole discretion, deem to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful. This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements, or material which violates the privacy rights or property rights of others (copyrights or trademarks, for example). For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.

Eastlink will not routinely monitor the contents of your WebSpace; however, Eastlink has the right to monitor such and if complaints are received regarding language, content or graphics contained on your web pages, Eastlink may remove the web page hosted on Eastlink servers and terminate your WebSpace service if Eastlink determines that you have violated the terms of the AUP.

## Bandwidth, Data Storage and Other Limitations

You must comply with the current bandwidth, data storage and other limitations on your applicable Services. You must also ensure that your activity does not improperly restrict, inhibit, or degrade any other user's use of the Services, nor represent (in the sole judgment of Eastlink) an unusually large burden on the network itself, such as, but not limited to, peer to peer file sharing programs, serving streaming video or audio, mail, http, ftp, irc, dhcp servers, and multi-user interactive forums. Eastlink reserves the right to set specific limits for Bandwidth Usage and other elements of service at any time.

You must ensure that your activity does not improperly restrict, inhibit, disrupt, degrade or impede Eastlink's ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services or components.

## Resale, Sharing, Distribution, Servers

### (a) Consumer Services

Your service is intended solely for your personal and non-commercial use; without limitation, you may not use the Service or any equipment provided in connection with the Service for operation of an Internet service provider's business or for any other non-residential purpose.

You may not run a server in connection with the Eastlink residential service, nor may you provide network services to others via the Eastlink residential service. The Eastlink residential service includes personal Webspace accounts for publishing personal Web pages. Examples of prohibited uses include, but are not limited to, running servers for mail, http, ftp, irc, and dhcp, and multi-user interactive forums.

## (b) Business Customers

The above restrictions regarding resale, sharing, distribution and use of servers also apply to all business customers, except to those business customers who have high speed Internet packages that expressly allow for this activity as defined by their chosen Internet Service package.

## Internet Data Plan Billing

Your use of Eastlink Services may be subject to a monthly Internet Data Plan. If you exceed your monthly included usage, you may be subject to additional usage charges. Data usage consists of the combined total of both total downloads and total uploads for the calendar month on all devices connected to your Eastlink Service (including through Wi-Fi or other networks). Examples of internet connected devices include: desktops, notebooks, tablet computers, mobile phones, iPods & gaming consoles. Internet Data Plans and charges will vary by customer. Terms are subject to change at any time. Click [Here](#) for the current included usage for your Internet Service and more information about Internet Data Plan billing.

## Internet Traffic Management Practices

### Unlimited Data Plans

Eastlink uses a network management technology called data speed throttling on our wireless network to manage traffic and support overall user experience. Eastlink's Unlimited Data plans provide you with two allotments of high-speed data, one for data used on Eastlink's Network and one for data used nationwide on extended coverage (see "Extended Coverage" at [www.eastlink.ca/mobile/coverage](http://www.eastlink.ca/mobile/coverage)). If you subscribe to easyTravel international data usage will count towards your allotment for Eastlink's Network (for more information on easyTravel see [www.eastlink.ca/mobile/plans/travel](http://www.eastlink.ca/mobile/plans/travel)).

Once your allotment for Eastlink data and/or Nationwide data is depleted during the current bill cycle, download and upload speeds will be reduced to a maximum of 512 kbps for the applicable data you have depleted for the remainder of your bill cycle. Your allotment will reset back to high-speed on the first day of your next bill cycle.

Applications that require higher speeds (such as streaming video) will likely be impacted. Speeds of 512kbps should still be suitable for applications that do not require higher upload or download speeds (such as web browsing and e-mail). The download and upload speed of the high-speed data will depend on geographic location and other conditions.

Your usage of Eastlink's Unlimited Data plans must not inappropriately restrict, inhibit, or degrade any other user's use of the Services, nor represent (in the sole judgment of Eastlink) an unusually large burden on the network itself. For more details, see Bandwidth, Data Storage, and Other Limitations section. If your usage, in Eastlink's sole discretion, violates this policy, Eastlink may take any actions it deems appropriate. See Violation of Acceptable Use Policy section for more information.

### Canada-US Plans

If you subscribe to the CAN-US Rollover Data plan you can call, text, and use your plan's monthly data allotment without incurring roaming fees in the United States. You may use your plan in the United States for a maximum of six months (182 days) per year, calculated from the date you subscribed to the CAN-US Rollover Data plan. If your usage in the United States exceeds this limit, you may be contacted by Eastlink to change your plan, or the ability to use your plan in the United States may be removed. Data roaming fees will apply to data usage that exceeds the allotment included in your plan. Long distance rates will apply to calls made from the United States to countries other than Canada.

## Canada-US-Mexico Plans

If you subscribe to the CAN-US-MEX Rollover Data plan you can call, text, and use your plan's monthly data allotment without incurring roaming fees in the United States or Mexico. You may use your plan in the United States and Mexico combined for a maximum of six months (182 days) per year, calculated from the date you subscribed to the CAN-US-MEX Rollover Data plan. If your usage in the United States and Mexico exceeds this limit, you may be contacted by Eastlink to change your plan, or the ability to use your plan in the United States and Mexico may be removed. Data roaming fees will apply to data usage that exceeds the allotment included in your plan. Long distance rates will apply to calls made from the United States or Mexico to countries outside of Canada, the United States, or Mexico.

## Roaming Data Speeds

The speed of your mobile data when connected to our roaming partner networks may be impacted by a number of factors such as the technology of our roaming partner, network management, environmental factors, and other factors. Eastlink may also use data speed throttling while you are connected to select roaming partners in order to reduce the volume of traffic on the roaming partner's network.

If you are connected to a select roaming partner where Eastlink is using data speed throttling, your download and upload speeds may be reduced to a maximum of 512kbps. Applications that require higher speeds (such as streaming video) will likely be impacted. Speeds of 512kbps should still be suitable for applications that do not require higher upload or download speeds (such as web browsing and e-mail).

## Violation of Acceptable Use Policy

Where the Services are used in a way that Eastlink, in our sole discretion, believe violates this AUP, Eastlink may take any actions it deems appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Services or your account. Eastlink will not have any liability for any such actions. The above-described actions are not Eastlink's exclusive remedies and Eastlink may take any other legal or technical action it deems appropriate. Upon termination of an account, Eastlink is authorized to delete any files, programs, data and email messages associated with such account.

Eastlink reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Eastlink's servers and network. During an investigation, Eastlink may suspend the account or accounts involved and/or remove material that potentially violates this Policy. Eastlink will comply with law enforcement authorities in the investigation of suspected criminal violations in keeping with applicable laws, regulations and court orders. You hereby authorize Eastlink to cooperate with system administrators at other service providers or other network or computing facilities in order to enforce this Policy. Such cooperation may include Eastlink providing the username, IP address, or other identifying information about a subscriber.

The failure of Eastlink to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that, if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This Policy shall be exclusively governed by, and construed in accordance with, the laws of the Province of Nova Scotia.