

PIFIQ

“Sembul”

ACCEPTABLE USE POLICY

Effective date: November 2014

This PIFIQ Acceptable Use Policy (“AUP”) forms part of the Service Agreement between PIFIQ Inc (Ontario [82694 5081 RC 0001](#) Inc. o/a PIFIQ, 95 Apple Creek Blvd., Markham, Ontario L3R 1C7, Canada, hereafter known as “PIFIQ”, “We” or “Us”) and you, the company, or other legal entity you represent, who signs up for and commits to use the PIFIQ Services (collectively, “You”). Sembul (hereafter “Sembul”) is a set of services offered by PIFIQ.

This AUP is effective the date indicated above. By reference it is a part of the Service Agreement and terms and conditions of use of every PIFIQ Service and is available at www.sembul.com/acceptableuse. The AUP binds you and all customers and users of the PIFIQ Service as well as all visitors to PIFIQ’s website as an essential requirement of the use any PIFIQ Service, system facility, application or web site. All PIFIQ customers and users are included in the term "Customer." All other terms defined in the Service Agreement will have the same meaning when used in this AUP. We may change this AUP from time to time by posting a new version here (with a new effective date at the top), at which time the new version will become effective.

This AUP describes several activities and actions that are expressly prohibited by PIFIQ and your use of the PIFIQ Services must, at all times, comply with the AUP.

1. Spam, Open SMTP Relays and Bulk Commercial E-Mail

PIFIQ does NOT allow spam, or bulk commercial e-mail, whether legal or illegal. Bulk, unsolicited commercial email is automatically considered spam, unless sent to recipients who have requested such messages through an opt-in procedure.

i. The following are also automatically considered spam:

a) any message sent to a recipient from a purchased, rented, licensed, or traded list of email addresses

b) any message that violates Spam legislation in Canada or any other country.

ii. Do not take any action that may lead to a Spamhaus or RBL blacklist or any similar blacklisting service for any PIFIQ-provided IP address, including your own IP addresses. If any action on your part causes such a Spamhaus listing, you are required promptly to cooperate with PIFIQ, at your own expense, in clearing the IP address(es) in question from the RBL. Such assistance does not limit any other rights or remedies of PIFIQ.

- i. Do not fake e-mail header information to misdirect or otherwise "spoof" another party for any reason, including without limitation to evade detection.
- ii. Do not obscure the source of your e-mail in any manner. Your e-mail must include the recipient's e-mail address in the body of the message or in the "TO" line of the e-mail.
- iii. Do not host "payload" websites that are linked to spam emails, even if a third party sends those emails.
- iv. We do not allow bulk or commercial e-mail to be sent to more than two hundred fifty (250) users per day. If you need to send more than 250 messages per day, please contact a member of our support team for additional information. You may not send email messages of similar content through your own SMTP servers to more than two-hundred and fifty (250) recipients.
- iii. Attempts to circumvent the restrictions listed above by breaking up bulk email over time, using multiple accounts, or other means will be a violation of this restriction. PIFIQ may block mail that violates this AUP. In addition, your mail services may be suspended or terminated for violation of this AUP.
- iv. Do not set up a mail relay that is not password protected or that could allow anyone to send spam.
- v. You must obtain PIFIQ's advance approval for any bulk or commercial e-mail, which will not be given unless you are able to demonstrate, at a minimum, that:
 - v.1. your intended recipients have given their consent to receive e-mail via some affirmative means, such as an opt-in procedure;
 - v.2. your procedures for soliciting consent include reasonable means to ensure that the person giving consent is the owner of the e-mail address for which the consent is given;
 - v.3. you retain evidence of the recipient's consent in a form that may be promptly produced on request, and you honour the recipient's and PIFIQ's requests to produce consent evidence within 72 hours of receipt of the request;
 - v.4. you have procedures in place that allow a recipient to revoke their consent — such as a link in the body of the email, or instructions to reply with the word "Remove" in the subject line; you honour revocations of consent within 48 hours, and you notify recipients that the revocation of their consent will be implemented in 48 hours;
- vi. You must post an email address for complaints (such as abuse@yourdoman.com) in a conspicuous place on any website associated with the email, you must register that address at abuse.net, and you must promptly respond to messages sent to that address;
- vii. You must have a Privacy Policy posted for each domain associated with the mailing;
- viii. You have the means to track anonymous complaints;
- ix. You must not attempt to send any message to an email address if three consecutive delivery rejections have occurred and the time between the third rejection and the first rejection is longer than fifteen days.
- x. These policies apply to messages sent using the PIFIQ Services, or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site hosted via the PIFIQ Services. In addition, you may not use a third party e-mail service that does not practice similar procedures for all its customers.

These requirements apply to distribution lists created by third parties to the same extent as if the list were created by you.

xi. PIFIQ may test and otherwise monitor your compliance with its requirements, including requesting opt-in information from a random sample of your list at any time. In addition, PIFIQ may block the transmission of email that violates these provisions.

xii. Do not provide domain name services to entities that violate any of these rules.

2. Excessive Use Of System Resources

i. You may not use any system provided by PIFIQ in a way that unnecessarily interferes with the normal operation of a shared system or which consumes a disproportionate share of the shared resources of the system. For example, we may prohibit the automated or scripted use of PIFIQ's mail services if

i.1. it has a negative impact on the PIFIQ systems, or

i.2. we may require you to repair coding abnormalities in your hosted code or data if it unnecessarily conflicts with other PIFIQ customers' use of the Services.

ii. You agree that if PIFIQ network addresses and numbers assigned to your account are listed on an abuse database, you will be in violation of this AUP, and PIFIQ may take reasonable action to protect its network addresses and numbers, including suspension and/or termination of your service, regardless of whether the the same addresses were listed as a result of your actions;

iii. You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system.

3. Security Violations and Testing

You may NOT at any time, attempt to:

i. probe, scan, penetrate or test the vulnerability of a PIFIQ Service, system or network;

ii. breach PIFIQ's security or authentication measures whether by passive or intrusive techniques, hacking or perpetration of any security breach;

iii. gain, or provide to anyone, unauthorized access to any computer or system;

iv. intrude into, access or scan other PIFIQ accounts, systems, applications or Services;

- v. conduct or participate in any network attacks or any unfriendly effort to interfere with any other Service, network or server;
- vi. distribute viruses, worms or other harmful code;
- vii. use any servers to host and run scripts that may have a potentially adverse impact on any data or system not belonging to you;
- viii. use any Service account or computer without the owner's authorization;
- ix. collect or use email addresses, screen names or other identifiers without the consent of the owner, without limitation, for phishing, internet scamming, password robbery, spidering, or harvesting;
- x. collect or use information without the consent of the owner of the information;
- xi. use any false, misleading or deceptive TCP-IP packet header information in an email or a newsgroup posting;
- xii. use the service to distribute software that covertly gathers information about or covertly transmits information about a user
- xiii. use the service for distribution of advertisement delivery software unless:
 - xiii.1. the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and
 - xiii.2. the software is easily removable by use of standard tools for such purpose included on major operating systems;
- xiv. engage in any conduct that is likely to result in retaliation against PIFIQ network or website, or PIFIQ's employees, officers or other agents, including engaging in behaviour that results in any server or system becoming being the target of a Denial of Service (DoS) attack.

4. No Offensive Or Unlawful Content

You may NOT publish, transmit, disseminate or store on or via PIFIQ's network and equipment any content, data or links to any content that, in the reasonable opinion of PIFIQ:

- i. constitutes, depicts, fosters, promotes or relates in any manner to child pornography or any other activity harmful to minors;
- ii. is excessively violent, incites violence, threatens violence or contains harassing content or hate speech;
- iii. is unfair, fraudulent or deceptive under the laws of any jurisdiction, including chain letters and pyramid schemes;
- iv. is defamatory or violates a person's privacy;
- v. creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security or interferes with a investigation by law enforcement;
- vi. improperly exposes trade secrets or other confidential or proprietary information of another person;

- vii. is intended to assist others in defeating technical copyright protections;
- viii. promotes illegal drugs, violates export control laws, relates to illegal gambling or illegal arms trafficking;
- ix. is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to PIFIQ;
- x. is otherwise malicious, fraudulent or may result in retaliation against PIFIQ by offended viewers;
- xi. may be reasonably construed to be offensive, threatening, libellous, obscene, or harassing.

5. No Unlawful Use Or Distribution Of Copyrighted Material

You may NOT use PIFIQ's network or Services to:

- i. infringe on another person's intellectual property, copyright, trade or service mark, patent or other property right;
- ii. use or distribute pirated software or use third party software without a proper license or other appropriate permissions;
- iii. download, publish, distribute, or otherwise copy or use in any manner any text, music, software, art, image or other work protected by copyright, trademark or patent law unless you have been expressly authorized by the owner of the property to copy the work in that manner or are otherwise permitted by established copyright law to copy the work in that manner;
- iv. violate privacy, publicity or trade secret rights, or information security, including dissemination of non-public material information about companies without authorization;
- v. harvest or collect information about website visitors without their express consent;
- vi. foster, or promote illegal, abusive, or irresponsible activities of any kind.

6. Other

- i. You must maintain valid and current information, on file, with PIFIQ and with your domain name registrar for any domain(s) hosted on PIFIQ network.
- ii. You may only use IP addresses assigned to you by PIFIQ in connection with your PIFIQ Services.
- iii. If you register a DNS record or zone on PIFIQ managed or operated DNS servers or services for a domain of which you are not the registrant or administrative contact, you agree that, according to the registrar's WHOIS system, upon request from the registrant or administrative contact according to the registrar's WHOIS system, PIFIQ may modify, transfer, or delete such records or zones.

iv. You agree to keep PIFIQ informed about any changes to your access credentials, payment system or other PIFIQ Service related events or issues, which may have a material impact on the safety, security or reliability of PIFIQ's Service, systems or network.

v. You agree to promptly inform PIFIQ at abuse@sembul.com and / or by phone at (416) 214 6363 if you become aware of any violations to this AUP.

7. Violations

PIFIQ may suspend your Service in whole or in part, if it reasonably suspects an AUP violation. It is PIFIQ's policy to terminate, in appropriate circumstances, the Services of customers who are repeat infringers. We will not issue refunds or credits for Services terminated or suspended as a result of AUP violations. Additionally, you will be required to reimburse PIFIQ any expenses we incur as a result of your violation of this AUP, including attorneys' fees. PIFIQ may also disable your Service if we suspect that such Service is the target of an attack or if your Service, or account, in any way interferes with Services provided to other customers, even if you are not at fault. You are responsible, at all times, for the use of your account which is used to operate the PIFIQ Service, including use by any and all third parties and your responsibility includes payment for exceeding transfer and bandwidth limits.

Except where PIFIQ specifically accepts such responsibility you are responsible for maintaining security, including disaster recovery systems and backups. In this respect, you are advised to maintain your own backups outside of PIFIQ's premises and systems, even if PIFIQ provides backups, security, or other services related to data protection. Inquiries regarding this policy should be directed to abuse@sembul.com