

goZoom.ca

Acceptable Use Policy

Illegal Use

The Service is designed for the personal use of the Internet by the Customer. The Service may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory or constitutes an illegal threat. goZoom.ca does not assume any responsibility for material available, transmitted, stored or otherwise accessible through the Service.

Security

Each Customer is responsible for ensuring that the use of the Service complies with this Policy. The Customer is fully responsible for any misuse of the Service even if the inappropriate activity was committed by another individual such as a friend, family member, guest, employee or customer with access to the Customer's account. It is the Customer's responsibility to ensure that no one gains unauthorized access to the Service. The Customer is solely responsible for the security of any device they choose to connect to the goZoom.ca network, including any data stored on that device.

The Service may not be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the knowledge and written consent of such person and may not be used in any attempt to circumvent the user authentication or security of any host, network, or account.

Prohibited activities include, but are not limited to:

- Accessing data without express authorization of the owner;
- Logging into or making use of a server or account you are not expressly authorized to access;
- Probing the security of other computers/networks;
- Forging any part of the TCP/IP packet header;
- Forging any part of the header information in an e-mail or a newsgroup posting;
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy, which includes the facilitation of the means to spam.
- Facilitating a violation of this Policy;

Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing

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tools, is prohibited. The Service may not be used to collect, or attempt to collect, personal information about third parties without their knowledge or written consent.

The Service may not be used to interfere with computer networking or telecommunications service of any user, host or network, by, without limitation, denial of service attacks, flooding of a network, overloading a service, 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 also is prohibited. The Service may not be used to violate the rules, regulations, or policies applicable to any network, server, computer database, or web site that the Customer accesses or to violate another internet Service provider's acceptable use policy and/or terms of service.

Inappropriate Content

There may be content on the Internet or otherwise available through the Service which may be offensive to some individuals, or which may not be in compliance with all applicable laws and regulations. goZoom.ca does not assume any responsibility for the content contained on the Internet or otherwise available through the Service. The Customer must assume the risk of accessing content through the Service, and goZoom.ca 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. Adults may want to use a program capable of restricting access to sexually explicit material on the Internet if the Service is used by children. Content questions or complaints should be addressed to the content provider.

The Customer is solely responsible for any information that the Customer publishes on the web or other Internet service. The Customer must ensure that any content that may be disseminated is appropriate for its intended recipient(s). goZoom.ca reserves the right to refuse to post or to remove any information or materials, in whole or in part, that is unlawful, offensive, obscene, defamatory or otherwise causes unnecessary stress on the goZoom.ca network, its service and its resources, or other users.

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Electronic Mail/Newsgroup/Internet Relay Chat/Messenger

The Service may not be used to indiscriminately send unsolicited, unwanted, irrelevant, or inappropriate messages, especially commercial advertising in mass quantity (Spam).

Other prohibited electronic mail activities include, but are not limited to:

- Posting a single message, or messages similar in content, to more than ten (10) online forums or newsgroups.
- Posting messages to online forums or newsgroups that violate the rules of the forums or newsgroups.
- Collecting the responses from unsolicited E-mail regardless of whether or not the mail was sent via the goZoom.ca network.
- Sending any unsolicited E-mail that could be expected, in goZoom.ca 's discretion, to provoke complaints.
- Sending E-mail with charity requests, petitions for signature, or any chain mail related materials.
- Sending unsolicited E-mail without identifying in the E-mail a clear and easy means to be excluded from receiving additional E-mail from the originator of the E-mail.
- Continuing to send messages to anyone that has expressly requested not to receive messages from the sender.
- Sending messages which disrupt another Internet user's equipment - including software, hardware, and user display, or hindering other users in their access to, and use of, the Service.
- Forging, altering or removing electronic mail headers.
- Spoofing, forging, or using another user's identity or network address while participating in chat sessions.
- Performing any "flooding" activities. Flooding is defined as deliberately repeating actions in quick succession in order to fill the screens of other Internet users with text.
- Using automated programs, such as "bots" or "clones" when the Customer is not physically present at the device.

By using goZoom.ca 's servers, the Customer consents to anti-spam and anti-virus filtering by goZoom.ca.

goZoom.ca is not responsible for the forwarding of E-mail sent to any account that has been discontinued, suspended or terminated. Such E-mail will be returned to sender, ignored, deleted, or stored temporarily at goZoom.ca 's sole discretion.

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goZoom.ca is not responsible for the loss, or failure to provide timely delivery, of email or any other data in any form at any time.

goZoom.ca reserves the right to discontinue access to any Usenet newsgroup at any time for any reason.

IP Address

Any IP address that may be assigned by goZoom.ca to the customer is the property of goZoom.ca at all times. goZoom.ca 's Customers are issued dynamically assigned IP addresses that can change any time at the discretion of goZoom.ca without prior notice. goZoom.ca assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to any change in IP Addressing.

Bandwidth, Data Storage and Other Limitations

Customers shall comply with the bandwidth, data storage and other limitations associated with their Service plan, as amended from time to time by goZoom.ca at its sole discretion.

The Service does not claim to support LAN connection, Telecommuting, or VPN in any form, and while these protocols may work on the goZoom network without difficulty, goZoom.ca does not warrant the availability or reliability of these protocols at any time.

The connection of Internet servers at Client premises to the goZoom.ca Network is prohibited. The Customer may not run programs or servers which provide network service to others. Examples of prohibited programs include, but are not limited to mail, http, ftp, irc, dhcp servers, and multi-user interactive forums.

goZoom.ca Customers may not resell, share, or otherwise distribute the Service or any portion thereof to any third party without the written consent of goZoom.ca.

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Violation of Acceptable Use Policy

Although goZoom.ca has no obligation to monitor the Service and/or the network, goZoom.ca reserves the right to monitor bandwidth, usage, and content from time to time to operate the Service; to identify violations of this Policy; and/or to protect the network and goZoom.ca Customers.

goZoom.ca prefers to advise Customers of inappropriate behavior and any necessary corrective action. Any such correspondence will be sent to the primary contact E-mail address attached to the account.

goZoom.ca at its sole discretion, may take any actions deemed appropriate to preserve the integrity of its network and the Service. Such actions include, but are not limited to:

- Temporary or permanent removal of content;
- Cancellation of newsgroup posts;
- Discontinuing access to any Usenet newsgroup;
- Filtering of Internet ports, protocol and transmissions;
- The immediate suspension, discontinuance, limitation or termination of the Service;

goZoom.ca will not incur any liability for any such actions.

goZoom.ca 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 goZoom.ca 's servers and network.

goZoom.ca may cooperate with law enforcement authorities in the investigation of suspected criminal violations to any applicable laws, regulation, public policy or order of a public authority having jurisdiction. Such cooperation may include goZoom.ca providing the Customer's username, IP address, or other identifying information based on reasonable evidence and/or receipt of warrant. Upon termination of an account, goZoom.ca is authorized to delete any files, programs, data and E-mail messages associated with such account. goZoom.ca , in its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. Violations of this Policy may also subject the account holder(s) to criminal or civil liability.

Questions and comments regarding this Policy, violations of the Policy or any other network abuse matter should be directed to abuse@goZoom.ca

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