

Shaw Internet Agreement

Introduction

Last updated: June 7, 2011

Thank you for choosing Shaw's Internet Services!

These terms and conditions are in addition to Shaw's Terms of Service.

By using Shaw's Internet Services and such services (collectively, the "Services") provided by Shaw Cablesystems G.P., its partners and associates (collectively, "Shaw"), you agree to the following terms of this Acceptable Use Policy, including the General terms contained below:

This Acceptable Use Policy constitutes the agreement between Shaw ("Shaw" or "our") and the customer ("you" or "your") subscribing to the Services. This Acceptable Use Policy governs your use of the Services and any devices and/or equipment used to support the Services, including without limitation, a cable modem and software used in conjunction with the Services which is loaned to you from Shaw for your use solely in connection with the Services (collectively, the "Equipment"). By activating the Services, you acknowledge that you have read, understand and agree to this Acceptable Use Policy as set out hereunder and with terms and conditions of Shaw's Terms of Services (collectively, the "Agreement"). If you do not wish to be bound by this Agreement or any modifications, which may be made by Shaw from time to time (as described in the following paragraph), do not activate or use the Services and immediately contact Shaw.

Shaw may revise this Agreement and provide notice of such material changes to you by sending you an electronic mail message at your Shaw email address. Such changes shall be deemed effective upon the electronic communication being retrievable by you. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING INFORMATION SENT TO YOU AND POSTED ONLINE TO OBTAIN TIMELY NOTICE OF SUCH CHANGES. YOUR NON-TERMINATION OR CONTINUED USE OF THE SERVICES AFTER YOU ARE NOTIFIED OF CHANGES CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT AS MODIFIED BY SUCH CHANGES.** If you do not agree

with any of the amendments to this agreement, you agree to stop using the Services and to provide notice to Shaw of your termination of this Agreement in accordance with the terms of the Terms of Service. Shaw customers should consult this document regularly to ensure that their usage conforms to the most recent version. In the event of conflict between any customer agreement and this Agreement, the terms of this Agreement will govern. Please refer to the customer agreement specific to the service which you are using. Complaints of violations of this Agreement by Shaw users can be directed to: internet.abuse@sjrb.ca

About Shaw Internet

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Shaw provides a variety of Internet Services to residences and businesses. The Shaw High-Speed Lite Internet™, Shaw High-Speed Internet™, Shaw High-Speed Extreme™, Shaw High-Speed Warp™ and Shaw High-Speed Nitro™ Internet Services allow residential customers to connect to the Shaw high-speed backbone network, and the Internet. Shaw Point of Sale Connect, High-Speed Extreme, and Business High-Speed Internet allow businesses to connect to the Shaw high-speed backbone network, and the Internet for the purposes of transacting business.

The Services use resources that are shared with many customers. Moreover, the Services provide access to the Internet which is used by millions of others. Each user benefits by being able to share resources and communicate almost effortlessly with other members of the user community.

However, as with any community, the benefits and privileges available from the Services, and the Internet in general, must be balanced with duties and responsibilities designed to guarantee uniform access to all customers of the Services.

Use of the Services is subject to the following rules and guidelines. You are responsible for ensuring that the use of all Services provided to you comply with this Agreement.

Illegal Activity

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Use of the Services for any activity that violates Local, Provincial, Federal or International law, order or regulation, is a violation of this Agreement. Prohibited activities include, but are not limited to:

1. Posting, storing, transmitting or disseminating unlawful material, including without limitation, child or other pornography, any content, data or other material which is libelous, obscene, hateful, unlawful, threatening, reaction or ethnically offensive, defamatory or which in any way constitute or encourages conduct that would constitute a criminal offense.
2. Disseminating material which violates copyright or intellectual property rights. The customer assumes all risk regarding whether material is in the public domain;
3. Pyramid or other illegal soliciting schemes; or
4. Fraudulent activities; including but not limited to: impersonating any person or entity, or forging anyone's digital or manual signature.

Security

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You are responsible for any misuse of the Services that originate from your account, even activities committed by any friend, family, co-worker, employee, guest or anyone with access to the account. You must ensure that others not gain unauthorized access to the Services.

The Services may not be used to breach the security of another user, or to attempt access to anyone's computer, software or data, without the knowledge and consent of that 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, probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools is strictly prohibited.

YOU MAY NOT DISRUPT THE SERVICES. The Services also may 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, improper seizing and abuse of operator privileges and attempts to crash a host. The transmission or dissemination of any information or software which contains a virus or other harmful feature is also strictly prohibited.

YOU ARE RESPONSIBLE FOR THE SECURITY OF ANY DEVICE YOU CONNECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, DATA STORED ON THAT DEVICE. In

particular, Shaw recommends against enabling file or printer sharing of any kind. Shaw recommends that any files or services you make available for remote access be password protected.

Inappropriate Content

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Shaw is not responsible for any content you post, store, transmit, disseminate or access through use of the Services. Any content questions or complaints you may have regarding content you access should be addressed to the content provider.

You are responsible for information published to the Web or other Internet services, through your account. Shaw reserves the right to refuse to post or to remove any information or materials, in whole or in part, that it, at its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

Shaw has no obligation to monitor transmissions made on the Services. However, Shaw has the right to monitor such transmissions and to disclose the same in accordance with Shaw's Privacy Policy. By using the Services to publish, transmit or distribute content, a user is warranting that the content complies with this Agreement and licenses and authorizes Shaw to reproduce, publish, distribute and display such content worldwide.

Electronic Mail

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Shaw limits the number of email messages that you can send through the Services using Shaw's email servers in a 24 hour day. Shaw defines an email message as one message sent to one recipient. For example: a single message addressed to three recipient email addresses would count as three email

messages. Shaw High-Speed Internet, High-Speed Lite Internet, High Speed Extreme Internet, High Speed Warp Internet and High-Speed Nitro Internet are limited to 1000 email messages per 24 hour day and no single email message can be addressed to more than 99 recipient email addresses. Shaw High-Speed Internet, Extreme Internet, and Business Internet are limited to 1000 email messages per 24 hour day and no single email message can be addressed to more than 400 recipient email addresses.

The Services may not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages may be sent only to those who have explicitly requested them.

The Services may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services which violates this Agreement or the acceptable use policy of any other Internet service provider. Moreover, unsolicited email may not direct the recipient to any Web site or other resource which uses the Services.

Forging, altering or removing electronic mail headers is prohibited. However, you may insert additional characters into your from: and reply-to: addresses in order to prevent your true address from being automatically added to the mailing lists used by bulk emailers. In this case, your true address must remain obvious to any human viewer. For example, you may substitute nospam.john.smith for john.smith.

You may not reference Shaw, Shaw Lite-Speed Internet or Shaw High-Speed Internet (e.g. including Organization: Shaw High-Speed Internet in the header, or by listing an IP address that belongs to Shaw) in any unsolicited email, even if that email is not sent through Shaw. Shaw owns all IP addresses and email usernames for all Services.

Mail Bombing is prohibited. 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 prohibited, whether or not the recipient wishes to receive such mailings.

Shaw is not responsible for the forwarding of email sent to any account which has been suspended or terminated. Such email will either be returned to sender, ignored, deleted, or stored temporarily, at Shaw's sole discretion.

Newsgroups

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Messages posted to newsgroups must comply with the written charters or Frequently Asked Questions ("FAQs") for those newsgroups. Advertisements, solicitations, or other commercial messages may be posted only in those newsgroups whose charters or FAQs explicitly permit them. You are responsible for determining the policies of a given newsgroup before posting to it.

Posting or cross-posting the same or substantially similar messages to more than 9 newsgroups is prohibited. Our news software will automatically cancel any messages posted to 9 or more newsgroups.

Binary files may not be posted to newsgroups not specifically named for that purpose.

Forging, altering or removing header information is prohibited. This includes attempting to circumvent the approval process for posting to a moderated newsgroup.

Shaw reserves the right to discontinue access to any Usenet newsgroup at any time and for any reason.

You may not flood or disrupt Usenet newsgroups. Disruption is defined as posting a large number of messages to a newsgroup which contain no substantive content, to the extent that normal discussion in the group is significantly hindered. Examples of disruptive activities include, but are not limited to: posting multiple messages with no text in the body, posting many follow-ups to messages with no new text.

Messages may not be cancelled, except by the author or by official newsgroup moderators performing their duties.

The Usenet news service included with a Shaw account is provided for interactive use by you, using a commonly-available NNTP client such as NETSCAPE COMMUNICATOR or OUTLOOK EXPRESS. Non-interactive clients that download Usenet articles in bulk are prohibited.

Internet Relay Chat

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The Services may be used to participate in Chat discussions hosted by Shaw servers, third party servers, or may not involve servers at all. In all cases, Shaw does not monitor the contents of the discussion and is not liable for the content of any communications made via Internet Chat.

The Services may not be used for Chat flooding. Flooding is defined as deliberately repeating actions in quick succession in order to fill the screens of other Internet users with text.

Any computer or other device connected through the Services may not maintain more than 2 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 Internet user's equipment, including software, hardware and user display. The Services may not be used to access any chat server in violation of this Agreement of that server. The Services may not be used to manipulate any

chat server in order to harass or disconnect other Internet users, or to gain privileges which have not been authorized.

You are not permitted to use the Services to connect to chat servers or channels from which you have been banned.

The Services may not be used to continue to send chat messages to an Internet user who has indicated their desire to not receive messages.

Bandwidth, Data Storage and Other Limitation

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You must comply with the current bandwidth, data storage and other limitations on the Services.

You must ensure that your activity while using the Services does not improperly restrict, inhibit or degrade any other customer's use of the Services, nor represent (in the sole judgment of Shaw) 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. The guidelines for Bandwidth Usage/month for each service package are the following: Shaw High-Speed Lite, 30 gigabytes; Shaw High-Speed Express, 60 gigabytes; Shaw High-Speed, 125 gigabytes; Shaw Extreme, 250 gigabytes; Shaw Warp, 400 gigabytes; Shaw Nitro, 500 gigabytes; Broadband 50, 400 gigabytes; Broadband 100, 500 gigabytes; Broadband 100+, 750 gigabytes; Unlimited Lite, unlimited data; Unlimited Express, unlimited data; Unlimited 100, unlimited data; Point of Sale Connect, 10 gigabytes; Server Connect, 200 gigabytes; Business Internet 25, 110 gigabytes; Business Internet High-Speed, 70 gigabytes; Business Internet Starter, 125 gigabytes; Business Internet 25, 250 gigabytes; Business Internet 50, 500 gigabytes; Business Internet 50 Plus, 750 gigabytes; Business Internet 100 Plus, 1 terabyte (all bandwidth is based on combined download and upload). The guidelines for acceptable website traffic include two gigabyte/month for High-Speed, Extreme and Business hosting packages. Shaw reserves the right to set specific limits for Bandwidth Usage and charge for excessive Bandwidth Usage for residential Services at any time. In addition, you must ensure that your activities do not improperly restrict, disrupt, inhibit, degrade or impede Shaw's ability to deliver the Services and monitor the Services, backbone, network nodes and/or other network services.

UNDER NO CIRCUMSTANCES WHATSOEVER ARE YOU PERMITTED TO RESELL, SHARE, OR OTHERWISE DISTRIBUTE THE SERVICES OR ANY PORTION THEREOF TO ANY THIRD PARTY WITHOUT THE WRITTEN CONSENT OF SHAW AND PAYMENT OF APPLICABLE FEES.

For example, you cannot provide Internet access to others through a dialup connection, host shell accounts over the Internet, provide email or news service, or send a news feed unless express permission is granted by the customer agreement.

The residential Shaw Services are designed for personal Internet use. You may not use the residential Shaw Services for commercial purposes. You may not run a server in connection with the Shaw Services nor may you provide network services to others via the Shaw Services. Examples of prohibited servers and services include but are not limited to mail, http, ftp, irc, dhcp servers, and multi-user interactive forums. Some business services may be exempt from these limitations.

Traffic Management Policies

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Shaw uses traffic management policies to ensure proportional access to its network for all Shaw Internet customers. Some Peer-to-Peer (P2P) applications used for non real-time file sharing can consume a disproportionate amount of upstream bandwidth causing disruption to other customers on Shaw's network. Shaw's traffic management policies were introduced to quickly address any

upstream congestion caused by these P2P applications while standard network expansion activities are undertaken to increase the bandwidth availability for all users.

Shaw's traffic management policies come into effect only if upstream network congestion occurs on a network segment. If congestion occurs, the traffic management policies reduce the amount of upstream bandwidth available for P2P applications completing non real-time file transfer activity to 80 kbps per end-user.

Shaw's traffic management policies do not affect download speeds and will not affect real-time interactive activities such as on-line gaming, banking, e-mail or VoIP services. For the majority of Shaw customers the Internet experience is unaffected by our traffic management policies and both upstream and downstream bandwidth will be available to ensure the full operation of any application. The traffic management policies implemented by Shaw use IP addresses to make real-time traffic management decisions in relation to Shaw's network. Since IP addresses have the potential to be linked to an individual's customer account, IP addresses could be considered personal information. The traffic management policies implemented by Shaw do not involve capturing, storing or archiving this information in any way.

Violation of this Agreement

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Shaw does not routinely monitor the activity of accounts for violation of this Agreement. However, in our efforts to promote good citizenship within the Internet community, Shaw will respond appropriately if it becomes aware of inappropriate use of the Services. Although Shaw has no obligation to monitor the Services and/or the network, Shaw reserves the right to monitor bandwidth, usage and content from time to time, to identify violations of this Agreement; and/or to protect the network and Shaw Internet customers.

Shaw prefers to advise customers of inappropriate behaviour and any necessary corrective action. However, if you use the Services in a way which Shaw, in its sole discretion, believes violate this Agreement, Shaw may take any responsive actions they deem 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. Shaw will not have any liability for any such responsive actions. The above described actions are not Shaw's exclusive remedies and Shaw may take any other legal or technical action it deems appropriate.

Shaw reserves the right to investigate suspected violations of this Agreement, including the gathering of information from you or other users involved and the complaining party, if any, and examination of

material on Shaw's servers and network. During an investigation, Shaw may suspend the account or accounts involved and/or remove material which potentially violates this Agreement.

You hereby authorize Shaw to cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations, and/or (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Agreement. Such cooperation may include Shaw providing the username, IP address, or other identifying information about a subscriber, in accordance with the guidelines set out in Shaw's Privacy Policy.

Upon termination of your account, Shaw is authorized to delete any files, programs, data and email messages associated with such account.

The failure of Shaw to enforce this Agreement, 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 Agreement is held invalid or unenforceable, that portion will be construed consistent with applicable laws as nearly as possible, and the remaining portions will remain in full force and effect.

General

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1. **Customer Computer** It is your responsibility to ensure that your computer equipment meets the requirements set out by Shaw as may be amended from time to time, that are necessary to use the Services.
2. **Relocating Cable Modem** You agree not to relocate Shaw's cable modem within your premises without notifying Shaw, so that Shaw may schedule a mutually agreeable time to undertake such work.
3. **Personal Pages** You may create personal pages on our World Wide Web Server (the "Site"). On the Site, you can conceive, design, create, maintain, and publish texts, diagrams, illustrations, audio clips and related materials for access by a global audience. You warrant that the content on your Site is suitable for publication, is not libelous or defamatory, does not breach the intellectual property rights (including, without limitation, copyright) of any third party, and complies with all laws, regulations, court orders and other legal requirements. While it is your responsibility to regulate and control all content on the Site, Shaw may decide to suspend or delete your home page without your consent if you violate this Agreement. In addition, if Shaw determined that it is appropriate, Shaw may either: i) issue a warning to you; ii) suspend your access to some or all of the Services; or iii) terminate this Agreement, inclusive of your access and use of the Services.
4. **Ownership of Addresses** Shaw owns all addresses provided to you, including but not limited to IP addresses, e-mail addresses and personal Web page addresses. SHAW MAY MODIFY OR CHANGE SUCH ADDRESSES AT ANY POINT IN TIME AND SHALL IN NO WAY BE REQUIRED TO COMPENSATE YOU FOR SUCH CHANGES.

5. End User Licenses You agree to comply with the applicable terms and conditions of all end user license agreements accompanying any software or plug-ins to such software distributed in connection with the Service. All such end user licenses will terminate upon termination of this Agreement. In the event of an inconsistency between the terms of this Agreement and any such license, the terms of this Agreement shall prevail.

6. Multiple Users You acknowledge that you are executing this Agreement on behalf of all persons who use the Services through your computer. You assume all liability for such use of the Services and are responsible for ensuring that all such other users understand and comply with the terms and conditions of this Agreement.

7. No License; Intellectual Property of Shaw and Others Nothing within the Services or any additional services offered by Shaw from time to time or through any Shaw Web site shall be construed as conferring any license of Shaw's or any third parties' intellectual property rights, whether by estoppel, implication, waiver, or otherwise. You acknowledge and agree that Shaw's Web sites, the Services and/or additional services offered by Shaw from time to time are protected by copyright, trademark, patent, or other proprietary rights. No portion of the Services or Shaw's Web sites are affiliated with or endorsed by Microsoft, America Online or ICQ Inc. The mark MSN Messenger is owned by Microsoft; the mark Instant Messenger and AOL Instant Messenger are service marks of America Online; the mark ICQ is a registered mark of ICQ Inc.; other marks not identified herein are the property of their respective owners. By using MSN Messenger, Instant Messenger and AOL Instant Messenger or any other third party software you accept all responsibility for obtaining licensing grants and permission to connect to MSN Messenger, AIM and ICQ Networks directly from the applicable third party service provider. You agree not to defame or disparage Shaw, the trademarks or service marks of Shaw as shown below or as may be amended from time to time. Shaw marks:

™ Shaw High-Speed Lite Internet is a trade-mark of Shaw Cablesystems G.P.

™ Shaw High-Speed Internet is a trade-mark of Shaw Cablesystems G.P.

™ Shaw High-Speed Extreme is a trade-mark of Shaw Cablesystems G.P.

™ Shaw High-Speed Warp Internet is a trade-mark of Shaw Cablesystems G.P.

™ Shaw High-Speed Internet Nitro is a trade-mark of Shaw Cablesystems G.P.