

NAK Systems

Acceptable Use Policy

NAK Systems Inc. and its affiliates provide to business and consumer users several information technology related services, including such services as Internet access, various electronic mail (email) packages and services, Virtual Server Space(VSS) hosting arrangements, server collocation and other online and Internet-related services.

NAK Systems Inc. reserves the right to refuse service to any individual, company or corporation. In addition, we reserve the right to suspend or terminate service to a client whose activities may be deemed detrimental to our client base. As a courtesy, we will always attempt to contact our clients to determine if other NAK Systems Inc. plans may better suit their needs.

It is contrary to NAK Systems Inc. policy for any user of any of these services to effect or participate in any of the following activities through an NAK Systems Inc.- provided service:

1. To post ten (10) or more messages similar in content to Usenet or other newsgroups, forums, email mailing lists or other similar groups or lists;
2. To post to any Usenet or other newsgroup, forum, email mailing list or other similar group or list articles which are off-topic according to the charter or other owner-published FAQ or description of the group or list;
3. To send unsolicited emailings to more than twenty-five (25) email users, if such unsolicited emailings could reasonably be expected to provoke complaints;
4. To falsify user information provided to NAK Systems Inc. or to other users of the service in connection with use of an NAK Systems Inc. service; and
5. To engage in any of the foregoing activities by using the service of another provider, but channeling such activities through an NAK Systems Inc. account, re-mailer, or otherwise through an NAK Systems Inc. service or using an NAK Systems Inc. account as a mail-drop for responses or otherwise using the services of another provider for the purpose of facilitating the foregoing activities if such use of another party's service could reasonably be expected to adversely affect an NAK Systems Inc. service.
6. To use NAK Systems Inc. services for illegal activities and activities harmful to others' computers, data, software or networks including but not limited to hacker activities, virus creation and distribution, denial of services attacks, email bombs, etc.
7. To use NAK Systems Inc. services to post the following on the Internet
 - 7.1. Copyright, trademark, patent, trade secret or other intellectual property infringement, including but not limited to offering pirated computer programs or links to such programs, serial or registration numbers for software programs, copyrighted music, copyrighted images; copyrighted texts etc.
 - 7.2. Displaying material that exploits children under 18 years of age;
 - 7.3. Displaying material containing nudity or pornographic material of any kind;
 - 7.4. Providing material that is offensive to the online community, including but not limited to profanity, bigotry, prejudice, racism, hatred, etc.
 - 7.5. Promoting or providing information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any act of cruelty to animals;

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- 7.6. Defaming any person or group;
- 7.7. Promoting or soliciting for participation in multilevel marketing or pyramid schemes;
- 7.8. Gathering personally identifiable information for unlawful purposes.

Furthermore, it is contrary to NAK Systems Inc.'s policy to send unsolicited emails to the NAK Systems Inc. provided addresses of NAK Systems Inc. customers, unless the sender has a business or personal relationship to these NAK Systems Inc. customers. This rule applies regardless of whether the sender is NAK Systems Inc. customer, or has used a NAK Systems Inc. account to send these emails.

NAK Systems Inc. considers the above practices to constitute abuse of our service and of the recipients of such unsolicited mailings and/or postings, who often bear the expense. Therefore, these practices are prohibited by NAK Systems Inc.'s terms and conditions of service. Engaging in one or more of these practices will result in termination of the offender's account and/or access to NAK Systems Inc. services. NAK Systems Inc. reserves the right to redirect the homepage of any customer who uses their NAK Systems Inc. service to send spam to an anti-spam page, until the offender stops sending unsolicited email, cancels their account or has their account terminated by NAK Systems Inc.

In addition, NAK Systems Inc. reserves the right, where feasible, to implement technical mechanisms which block multiple postings as described above before they are forwarded or otherwise sent to their intended recipients.

In addition to these activities, NAK Systems Inc.'s terms and conditions of service also prohibit other forms of abuse such as harassment and the posting of illegal or unlawful materials, and NAK Systems Inc. will respond as appropriate to these other activities as well.

NAK Systems Inc. is located in Alberta and most of its equipment (including equipment used to provide mail services) is outside of Canada. This is a policy on unsolicited mail advertising, among other things. At the time of writing this text Canadian law requires adherence to such a policy in certain circumstances. Canadian law also provides for liquidated damages, in the event that such policy is not complied with. These damages start at \$25,000 per day.

Nothing contained in this policy shall be construed to limit NAK Systems Inc.'s actions or remedies in any way with respect to any of the foregoing activities, and NAK Systems Inc. reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the NAK Systems Inc. service, and levying cancellation charges to cover NAK Systems Inc.'s costs in the event of disconnection of dedicated access for the causes outlined above. In addition, NAK Systems Inc. reserves, at all times, all rights and remedies available to it with respect to such activities at law or in equity.

Changes to this policy. In some cases, we will notify you in advance, and your continued use of the Services after the changes have been made will constitute your acceptance of the changes. Please therefore make sure you read any such notice carefully. If you do not wish to continue using the Service under the new version of the Agreements, you may terminate the Agreements by contacting us through the support@naksystems.ca

If you have any questions regarding this Policy, please contact support@naksystems.ca

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