



Preamble

1. In order for the intricate worldwide network of networks called "the Internet" to function properly, it is essential that everyone who connects to it does so in accordance with generally accepted standards and practices.

Most customers of 100% Helpdesk Ltd. ("100% Helpdesk") use software which handles all technical aspects of their connection for them, but certain configuration issues and matters of courtesy, common sense, or "best practices" must be noted and adhered to by all users. 100% Helpdesk's relationship to other networks, and ultimately its connectivity to the rest of the Internet, depends largely upon proper behaviour by its customers, and therefore 100% Helpdesk cannot allow practices or behaviour by any of its customers which negatively impacts our equipment or network, or that of other users of the Internet, or which in any way damages 100% Helpdesk's standing or reputation in the Internet community.

2. This Acceptable Use Policy ("AUP") is intended for 100% Helpdesk's customers ("you" and "your"), your end-users, and your potential customers. It defines the standards and practices which 100% Helpdesk requires be followed for any use of its services, and is designed to encourage fair and responsible use of all Internet resources, and to discourage activities that degrade the usability of network services and infrastructure, as well as to protect the security and privacy of the customer and the end user, as well as to maintain the image and reputation of 100% Helpdesk as a responsive and responsible ISP.

This AUP therefore defines the actions that 100% Helpdesk considers to be abusive and contrary to the "Spirit" of the Internet as described in RFC1855, "Netiquette Guidelines" (www.ietf.org/rfc/rfc1855.txt). Such activities are to be considered strictly prohibited. 100% Helpdesk hopes that 'common-sense' and good judgment will direct the use and activities of 100% Helpdesk's Internet Services by its customer base. Examples in this AUP are non-exclusive, and are provided for guidance to 100% Helpdesk's customers. If you are unsure whether any considered use or action is permitted, you may contact 100% Helpdesk Customer Care (+1-204-318-1674) or email support@100percenthelpdesk.com for clarification.

3. 100% Helpdesk will enforce appropriate sanctions against any of its customers whose actions are contrary to this AUP. Such sanctions may include, but are not limited to:
 - a formal warning,
 - suspension of one or more of the customer's services,
 - suspension of all services provided by 100% Helpdesk, or
 - termination of the customer's account(s).

Where services are cancelled or withheld for abuse, 100% Helpdesk shall not be obligated to lift sanctions or restore services if you cease your abuse of the Internet. 100% Helpdesk shall not be obliged to refund any unused portion of fees paid, and reserves the right to levy appropriate additional charges as damages. Such charges shall not preclude or supercede any rights 100% Helpdesk may have under the MSA with the Customer.

100% Helpdesk, at its discretion, may run manual or automatic systems to determine compliance with this AUP (e.g. scanning for open mail relays or smurf amplifiers). You are deemed to have granted permission for this limited intrusion onto your websites, networks or machines.

General Conduct and Content

1. You or other parties should not expect that 100% Helpdesk to attempt to mediate or otherwise become involved in any particular disagreement or dispute between Internet users.
2. While connected to the Internet, your system must conform to all relevant IETF standards. The IETF (Internet Engineering Task Force) standards are a subset of the RFC (Request for Comments) collection and can be found at: www.ietf.org
3. Your machine or network must not be configured in such a way that others can exploit it to disrupt the Internet. This includes but is not limited to ensuring that your network cannot be exploited by acting as a "smurf amplifier" or "open relay" or "open proxy". For more information about these attacks see their related Wikipedia definitions and/or resources available from IETF and other sources.
4. 100% Helpdesk's Services may only be used for lawful purposes. You should be aware that some material is illegal to possess or transmit, and you

should also note that unauthorized access to computer systems can be an offence; although many machines connected to the Internet are placed there so that you may access them, it does not follow that you may access any computer you come across.

- 4.1 Transmission, distribution, or storage of any information, data or material in violation of any federal or local regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, intellectual property, tariff regulations, exports controls, treaties and international law. 100% Helpdesk reserves the right to remove such illegal material without notice if they are hosted on 100% Helpdesk servers, or to terminate without notice the service to customers making available such material.
- 4.2 Users who violate systems or network security may incur criminal or civil liability. 100% Helpdesk will cooperate fully with formal investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. 100% Helpdesk reserves the right to release Customer information to comply with an investigation into any activity that may violate these terms, and may report such suspected activities to the appropriate authorities.
- 4.3 In the event that 100% Helpdesk receives a complaint, 100% Helpdesk will investigate the complaint and in 100% Helpdesk's sole discretion, may suspend or terminate services to the account(s) involved, and may remove the subject material from its servers. Customers will be notified of this proceeding. 100% Helpdesk reserves the right to monitor any and all communications and activity through or with the Internet services to ensure adherence to the terms and conditions of this AUP.

Customer's Responsibilities

1. You are responsible for your use of 100% Helpdesk's services, as well as usage of 100% Helpdesk's services by your end-users and your customer base. By accepting Internet services from 100% Helpdesk, you also undertake the responsibility to monitor and uphold this AUP with respect to the activities of your end-users and customers.
2. You are responsible for all charges incurred by others to whom you have given or allowed to gain knowledge of your username and/or password, as well as charges incurred by a person who has obtained unauthorized access to the your username and/or password prior to your notification to 100% Helpdesk.
3. Customers are prohibited from distributing or transmitting on or through any of the 100% Helpdesk

services, any material that in 100% Helpdesk's sole discretion:

- 3.1 is unlawful, harassing, threatening, abusive, libelous, hateful, or encourages conduct that would constitute a criminal offense; or
- 3.2 may violate any local, provincial (or state), national or international law;
- 3.3 may cause any sort of civil or criminal liability; or
- 3.4 contributes to or assists in "mail-bombing" or "spamming".
4. You may not attempt to bypass any user or system authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to accessing data not intended for you or logging on to a server or account you are not expressly authorized to access. You may not run "scanning" software which accesses remote machines or networks, except with the explicit permission of those remote machines or networks.
5. You may not attempt to interfere with service to any user, host, or network. This includes, but is not limited to flooding of networks, denial of service attacks, or attempts to overload a service.
6. You must not use or advertise registered IP space other than the IP space assigned to you or permitted for your use in a written agreement. Faking or forging an IP address is strictly prohibited. Outside of the IP space agreed to, you agree to take every reasonable means to prevent your local IP space or subnets from "leaking" out onto the 100% Helpdesk network.
7. You agree to abide by the restrictions established by Usenet with respect to individual newsgroups and newsfeeds.
8. You agree that the Internet is not to be considered a secure communications medium and that no expectation of privacy is afforded.
9. Your traffic over the Internet may traverse other networks, or use other services which are not owned or operated by 100% Helpdesk Internet. If more restrictive than this AUP, you must also abide by the AUPs and other terms and conditions imposed by the operators of those networks and services.

Electronic Mail

The following are specific additional policies with respect to email:

1. You may not send email to any person or company who does not wish to receive it. If a recipient asks to stop receiving email, you must not send that person any further email. Email harassment, whether

through language, frequency, or size of messages, is strictly prohibited (Mail Bombing).

2. You are explicitly prohibited from sending unsolicited bulk email messages ("junk mail" or "spam"). This includes, but is not limited to bulk emailing of commercial advertising, informational announcements, political tracts or pyramid schemes; such material may only be sent to those who have explicitly requested it. (Please refer to RFC2635 at www.ietf.org/rfc/rfc2635.txt for further information on "spam".
3. All non-authorized email relay through any third party system is strictly prohibited.
4. Forging electronic mail headers (such as email addresses or hostnames), or any other method used to disguise the sender's identity, is prohibited.
5. 100% Helpdesk accounts or services may not be used to collect replies to messages sent from another Internet Service Provider, where those messages violate this Acceptable Use Policy or the Acceptable Use Policy of that other provider.
6. You must ensure that you do not further the sending of unsolicited bulk email or any other form of email or Usenet "abuse". This applies to both material which originates on your system and also third party material which passes through it. For more information on "spam" see www.cauce.org and spam.abuse.net or www.spamcop.net
7. You must not run an "open mail relay", viz a machine which accepts mail from unauthorized or unknown senders and forwards it onward to a destination outside of your machine or network. If your machine does relay mail, on an authorized basis, then it must record its passing through your system by means of an appropriate "received" line. As an exception to the ban on relaying, you may run an "anonymous" relay service provided that you monitor it in such a way as to detect unauthorized or excessive use. However, you may not relay traffic from such an anonymous system via 100% Helpdesk Internet's servers, ie: you can only pass email from such a system to 100% Helpdesk Internet where this is the correct destination for final delivery. (For further information on SMTP MTAs and open relays, refer to RFC2505 at www.ietf.org/rfc/rfc2505.txt).
8. If you operate your own mail server, you are required to accept email addressed to "postmaster" at your domain (ie: postmaster@sample.com for the domain "sample.com"). You will be deemed to have read any and all such email, and 100% Helpdesk may take action on the basis of this assumption.

Website Hosting

The following are specific additional policies with respect to web hosting:

1. Customers that contract with 100% Helpdesk's Web hosting services are responsible for the content and accuracy of their web sites.
2. You are responsible for obtaining all required legal permissions for the use of such content.
3. You are responsible for the publication of any defamatory, pornographic or otherwise offensive, confidential, secret or proprietary material posted on your web-site.
4. 100% Helpdesk reserves the right to remove any material that in our opinion violates this AUP from any 100% Helpdesk server without notice.
5. You are expected to check any php or other programming scripts used in their web pages for potential security risks. You are responsible for any loss of information or downtime as a result of not checking for these types of security risks, and may be held liable for downtime caused to other 100% Helpdesk customers as a result.