



3195 Ch. Bedford Suite D
Montréal, QC H3S 1G3

ACCEPTABLE USE POLICY

For the purposes of this Acceptable Use Policy (the "Policy"), a "Customer" is an individual or organization that has entered into a service agreement with Enovum Data Centers Corp. (hereinafter, "Enovum") for use of Enovum's systems and services. This Policy, including the list of Prohibited Activities (as defined below), is an integral part of Customer's agreement for services with Enovum. This Policy also applies to Enovum operational partners. This Policy was designed to prevent unacceptable uses of Enovum's systems and services and to ensure that Enovum is able to provide the level and quality of services that Enovum's Customers expect and consistent with its corporate values. Each Enovum Customer is responsible for ensuring that the use of all services provided to such customer complies with this Policy. Failure to comply with this Policy could result in termination of services by Enovum. The Policy consists of a non-exhaustive list of the actions that are strictly prohibited by Enovum. Enovum reserves the right to modify the Policy at any time, effective upon posting at <https://www.enovumdc.com/legal/>. The continued use of the Enovum Systems and Services after an amended policy has been posted will be deemed as acceptance of the amended policy.

PROHIBITED ACTIVITIES OF ENOVUM SYSTEMS AND SERVICES

1. Transmission, collection, distribution or storage of any material in violation of any applicable law or regulation is strictly prohibited. This includes, without limitation: (i) material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, (ii) any activity that disseminates, promotes or facilitates child pornography, materials that involve non-consensual sexual pornography or any other illegal pornographic content, (iii) material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws, (iv) posting any content that threatens, advocates, promotes or otherwise encourages violence or which provides instruction, information or assistance in causing or carrying out such violence; and (v) violating the personal privacy of another individual.
2. Sending Unsolicited Bulk Email ("UBE", "spam"). The sending of any form of Unsolicited Bulk Email through Enovum's network is prohibited. Likewise, the sending of UBE from another service provider advertising a web site, email address or utilizing any resource hosted on Enovum's network, is prohibited. Enovum accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.

3. Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by Enovum customers must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email addresses from 3rd parties for mailing to from any Enovum-hosted domain, or referencing any Enovum account, is prohibited.
4. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy or the policy of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of flooding, phishing attacks, mail-bombing, denial of service attacks.
5. Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at www.spamhaus.org/rokso.
6. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking").
7. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.
8. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any Enovum customers or end-users by any means or device.
9. Customers are required to responsibly manage hosted content and sub-customers so as to not attract network attacks including Denial of Service (DOS) or Distributed Denial of Service (DDoS) attacks. Customers must take rapid measures to move content to other delivery systems as required. Using Enovum's Services to interfere with the use of the Enovum network by other customers or authorized users.
10. Using Enovum's Services to host an online pharmacy not certified by the Canadian International Pharmacy Association.

CUSTOMER RESPONSIBILITY FOR CUSTOMER'S USERS

Each Enovum Customer is responsible for the activities of its users and, by accepting service from Enovum, is agreeing to ensure that its customers/representatives or end-users abide by this Policy. Complaints about customers/representatives or end-users of an Enovum Customer will be forwarded to Enovum customer's



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designated responsible contact for action. Enovum's Customer is solely responsible for use of their account, regardless if such use occurred without the account holder's consent or knowledge. If Enovum believes, in its sole discretion, that a violation of this Policy (direct, or indirect, including violations by a third party) has occurred, it may take immediate responsive action. Enovum is entitled to remove the offending material, establish immediate or temporary filtering, deny access, isolate and preserve data, suspend or terminate the Enovum services, engage law enforcement or take any other appropriate action, as determined by Enovum, in addition to any remedies provided by any agreement to provide Enovum services. Enovum is not responsible for, and shall not be held liable for any damages resultant of any conduct, content, communications, goods and services available on or through Enovum's systems and services. The failure to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. If any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This Policy shall be exclusively governed by, and construed in accordance with the governing law provision set out in the services Agreement between Customer and Enovum. For any Customers who may have questions or complaints regarding this Policy, please contact us at <https://www.enovumdc.com/contact>. To report a suspected breach of this Policy, please contact us at abuse (at) enovumdc (dot) com.

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