

# Kaslo infoNet Wireless Internet Service Terms of Service Agreement

## Conditions of Use

The Kaslo infoNet Society (KiN) is a small community operated non profit Society. As an Internet Service Provider (ISP), we offer Internet access services. We have very limited bandwidth (data transmission rate), and for that reason need to stress that KiN wireless internet users show respect to the other users in the system. For example, that would mean disconnecting a VOIP (voice over Internet protocol) or Skype connection after completing a call—rather than leaving the connection open, not remaining connected to IRC (Internet relay chat) for an indefinite length of time, and waiting until late at night to make unusual demands on the system, such as large downloads.

You must ensure that your activity while using the Service does not improperly restrict, inhibit or degrade any other customer's use of the Service, nor represent (in the sole judgment of KiN) an unusually large burden on the network itself. Peer to peer file sharing programs, streaming video or audio, email, http, ftp, irc, dhcp servers, and multi-user interactive forums may potentially create such a burden. In addition, you must ensure that your activities do not improperly restrict, disrupt, inhibit, degrade or impede KiN's ability to deliver and monitor the Service.

UNDER NO CIRCUMSTANCES WHATSOEVER ARE YOU PERMITTED TO RESELL, SHARE, OR OTHERWISE DISTRIBUTE THE SERVICES OR ANY PORTION THEREOF TO ANY THIRD PARTY. For example, you may not provide Internet access to others through a dial up connection, provide internet access to others through use of a router/LAN, host shell accounts over the Internet, provide email or news service, or send a news feed. Nor may you share your service with a neighbour or separate premises from your installed building or property without first consulting with, and gaining the approval of, the network engineers at KiN.

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

At this time, for technical reasons, we are unable to offer any service other than a residential high speed wireless connection providing download speeds of up to 1.5 mB/sec. and upload speeds of up to 256 kB/sec.

## Legal Authority

You represent and warrant that you have reached the age of 18 and that you possess the legal right and ability to enter into this agreement and use the service in accordance with the agreement.

## **Billing**

Upon completion of the installation, you will be billed immediately for the installation plus the first month's service. We do not charge you for the remainder of the month when your radio was installed, but we require at least a three month continuous

subscription beginning the first of the month following your becoming a customer. We do not prorate bills, except if your service is terminated for reasons outside the Terms of Service agreement. Customers delinquent in excess of sixty days will have their service disconnected without notice. Reconnection will require payment of the outstanding bill in full, plus a \$25 reconnection charge.

## **Privacy**

At KiN, the security and integrity of our customers' personal information is important to us. We take every reasonable measure necessary to protect the privacy of our customers while providing the high level communication services they expect.

KiN's privacy practices are in accordance with all federal and provincial laws and regulations and, where applicable, with the privacy rules established by the Canadian Radio-television and Telecommunications Commission (CRTC).

KiN has in place privacy and security practices to safeguard our customers' personal information. Personal information collected by KiN is information about an identifiable individual that may include such information as name, e-mail address, mailing address, phone number, financial information, birth date and any recorded complaints.

KiN does not use or disclose personal information for purposes other than those for which it was collected, except with the consent of the individual or as required by law. KiN retains personal information only as long as necessary for the fulfillment of those purposes.

KiN tries to ensure that customer information is accurate, complete and up-to-date.

## **Illegal Activity**

Use of the Service 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 or engaging in unlawful activities.
2. Disseminating material which violates copyright or intellectual property rights

## **Security**

You are responsible for any misuse of the Service that originates 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 do not gain unauthorized access

to the Service.

The Service may not be used to breach the security of another user, or to attempt to access anyone's computer, software or data, without the knowledge and consent of that person. The Service 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, and 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 SERVICE.** The Service also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, but not limited to, 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 SERVICE, INCLUDING DATA STORED ON THAT DEVICE** In particular, KiN recommends against enabling file or printer sharing of any kind. KiN recommends that any files or services you make available for remote access be password protected.

### **Inappropriate Content**

KiN is not responsible for any content you post, store, transmit, disseminate or access through use of the Service. Any content questions or complaints you may have regarding content that 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. KiN 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.

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

### **Violation of this Agreement**

KiN 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, KiN will respond appropriately if it becomes aware of inappropriate use of the Service.

KiN reserves the right to monitor bandwidth usage, to identify violations of this Agreement in order to protect the Service and KiN Internet customers.

KiN prefers to advise customers of inappropriate behaviour and any necessary corrective action. However, if you use the Service in a way which KiN, in its sole discretion, believes to violate this Agreement, KiN may take any responsive actions it deems 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 Service. KiN assumes no liability for any such responsive actions. The above described actions are not KiN's exclusive remedies and KiN may take any other legal or technical action it deems appropriate.

KiN reserves the right to investigate suspected violations of this Agreement, including the gathering of information from you or other users involved and from the complaining party, if any, and examination of material on KiN's servers and network. During an investigation, KiN may suspend the account or accounts involved and/or remove material which potentially violates this Agreement.

You hereby authorize KiN 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 KiN providing the username, IP address, or other identifying information about a customer, in accordance with the guidelines set out in KiN's Privacy Policy.

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

This document is posted on our web site [kin.bc.ca](http://kin.bc.ca), under the heading 'About Us'. We may alter it from time to time. Such changes will be posted to the web site, and will be effective as of the posting date. Customers will be notified of any substantive changes (rate increases, for example) by email