

PART I - GENERAL**Service Agreement**

1. This Acceptable Use Policy constitutes part of a Master Services Agreement ("**MSA**"), Master Wholesale Services Agreement ("**MWSA**") or Network Services Agreement ("**NSA**") between BH Telecom Corp., doing business as FlexNetworks ("**the Supplier**") and the Customer ("**the Customer**") identified in the MSA, MWSA or NSA, as the case may be.

A NSA (a "**Service Agreement**") provides for the provision by the Supplier to the Customer of those telecommunication and related services identified in the NSA ("**the Services**"). A MSA and MWSA each provides a framework for the Supplier and the Customer entering into agreements (each also a "**Service Agreement**") for the provision by the Supplier to the Customer of those telecommunication and related services identified in Service Agreements (also "**the Services**"). A MSA, a MWSA and a NSA are each a "**Source Agreement**" for the purposes hereof.

This Acceptable Use Policy and any Service Description, Terms and Conditions, Policies and other provisions expressly incorporated by a Source Agreement or a Service Agreement collectively constitute the "**Terms and Conditions**" applicable to the provision of the Services identified in such Service Agreement. A Service Agreement includes all Terms and Conditions applicable thereto and includes the Source Agreement.

Additional Definitions

2. Terms used and not defined herein shall have the meanings given thereto elsewhere in a Service Agreement. Unless otherwise expressly defined in a Service Agreement, words having well known technical or trade meanings within the telecommunications industry shall be so construed. "Including" means "including without restricting the generality of the foregoing".

PART II - USE OF SERVICES**Compliance Required**

3. This Acceptable Use Policy provides certain specific terms and conditions that relate to the use of the Services and which must be complied with by the Customer in using the Services.

Use of Content

4. The Customer acknowledges and accepts that some content, products and services available with or through the Services ("**Content**") may be offensive or may not comply with applicable laws. Further, the Customer acknowledges and accepts that neither the Supplier nor its suppliers attempt to censor or monitor any Content. The Customer acknowledges and agrees that neither the Supplier nor its suppliers have any

obligation to monitor the Customer's use of the Services and, unless expressly provided in a Service Agreement, have no control over such use. The Customer assumes total responsibility and risk for access to and use of Content and for use of the Services. The Supplier and its suppliers assume no liability whatsoever for any claims or losses arising out of or otherwise relating to access to or use of Content by the Customer.

Unacceptable Use of Services

5. The Customer shall not and shall not allow anyone to:

(i) use the Services to invade another person's privacy; appropriate another's personality; unlawfully promote or incite hatred; unlawfully use, possess, post, transmit or disseminate obscene, profane, hate, terrorist or child pornographic material;

(ii) post, transmit, distribute, disseminate, upload or download Content which is unlawful, threatening, harassing, abusive, libelous, slanderous, defamatory or otherwise offensive or objectionable or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule or regulation;

(iii) use the Services to access any computer systems, software, data or any confidential, copyright protected or patent protected material or personal information of any other person without the knowledge and consent of such person, make unauthorized attempts to gain access to any account or computer resource not belonging to the Customer (engage in "hacking", "spoofing", "phishing", "carding" or "pharming") or otherwise gain unauthorized access to, alter or destroy any information of another person by any means or device;

(iv) use the Services to upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material which is confidential, protected by copyright or other intellectual, property or proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder;

(v) disrupt the Supplier's network, or the nodes or services thereof, or, directly or indirectly, use the Services to restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the use of the products or services of the Supplier or the Internet, including, without limitation, knowingly posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, cancelbot, Trojan horse or other harmful, debilitating or disruptive feature or engage in unauthorized linking or framing ("denial of service attack");

(vi) send unsolicited e-mail (engage in "spamming"), send large quantities of unwanted or unsolicited e-mail messages (engage in "mail bombing") or VoIP messages (engage in "voicecasting"), attempt to overload a system (engage in "flooding"), participate in broadcast attacks, interfere howsoever with service to or by any user, host or network,

engage in counterfeit, subterfuge or malicious activities (including "splogging"), make inappropriate postings to news groups, send false commercial messages or engage in any other abuse of e-mail or news group servers or otherwise interfere howsoever with the provision by the Supplier of any of its services to any other of its customers;

(vii) obtain or attempt to obtain products or services from the Supplier or anyone else by any means or device with intent to avoid payment therefor;

(viii) unless permitted by the Service Agreement, sell, resell or make, directly or indirectly howsoever, any of the products or services received from the Supplier available to any third party. The Customer shall not permit any third party to gain access to the termination equipment of the Supplier. The Customer shall not permit any third party to gain access to the termination equipment of the Customer for the purpose of obtaining access to the Supplier's network for the purpose of obtaining any of the products or services of the Supplier, whether directly or indirectly;

(ix) engage in any activities that deny, disrupt or misdirect service to or use of service by any customer or end-user of the Supplier;

(x) engage in account sharing, including, without limiting the generality of the foregoing, permitting third parties to use your service account or password;

(xi) use the Services for simultaneous sessions using the same User ID or password;

(xii) forge any part of an IP packet header;

(xiii) violate any system or network security measures including engaging in unauthorized access or use of the Supplier's or a third party's network, data or information;

(xiv) use another site's mail server to relay mail;

(xv) use, intend or attempt to use or allow the use of any of the Services to appropriate the identity of anyone (engage in "identity theft");

(xvi) use, intend or attempt to use, or allow the use of the Services contrary to any municipal, provincial, federal or international law, order, rule or regulation ;

(xvii) use any of the Services contrary to the decisions, orders, policies or other requirements of the Canadian Radio-television and Telecommunication Commission or of any other regulatory body with jurisdiction over the Services, the Supplier or the Customer; and

(xviii) engage in any activity which the Supplier advises the Customer is, in the sole and unfettered discretion of the Supplier, similar to any of the foregoing or is reasonably and generally regarded in the industry to be an unacceptable use of telecommunications services or is otherwise unacceptable use of the Services.

Suspension and Termination of Services

6. If the Customer is at any time in breach of the requirements of this Acceptable Use Policy, the Customer agrees that the Supplier may immediately and without notice, and in addition to all other rights and remedies under the Service Agreement and at law and in equity, suspend the supply of any or all Services to the Customer pursuant to the Service Agreement. Any such suspension of the supply of the Services to the Customer shall not constitute a termination of the Service Agreement and shall not excuse the Customer from liability to make the payments to the Supplier required by the Service Agreement during the period that the provision of the Services to the Customer is suspended. The supply pursuant to the Service Agreement of any Services suspended pursuant to this Section shall resume upon the Customer no longer being in breach of any of the requirements of this Acceptable Use Policy and the Service Agreement and the payment by the Customer to the Supplier of any and all costs of the Supplier to suspend and restore service to the Customer and a \$500 reinstatement charge. Breach of the requirements of this Acceptable Use Policy may result in termination of the Service Agreement pursuant to the General Commercial Terms and Conditions comprising part of the Service Agreement.

7. In the event that any network with which the Supplier connects, directly or indirectly, or any regulatory or any industry oversight body of whatever nature or constitution advises of a system or use abuse originating with the Customer and as a consequence service to the Customer or to other customers of the Supplier or to the Supplier may be suspended then, regardless of whether or not the Customer is in fact the source of the advised abuse, the Customer agrees that the Supplier may immediately and without notice, and in addition to all other rights and remedies under the Service Agreement and at law and in equity, suspend the supply of the affected Services to the Customer pursuant to the Service Agreement. Any such suspension of the supply of the Services to the Customer shall not constitute a termination of the Service Agreement and shall not excuse the Customer from liability to make the payments to the Supplier required by the Service Agreement during the period that the provision of the Services to the Customer is suspended. The supply of Services pursuant to the Service Agreement of any Services suspended pursuant to this Section shall resume upon the Customer no longer being or being regarded as the source of the advised abuse. If the Customer was not the source of the advised abuse, then the resumption of the provision of the Services to the Customer shall be made without any charge therefor by the Supplier to the Customer and the Supplier will not charge the Customer for the suspended Services for the period of suspension. If the Customer was the source of the advised abuse, then the resumption of the provision of the Services to the Customer shall be conditional upon the payment by the Customer to the Supplier of any and all costs of the Supplier to suspend and restore service to the Customer and a \$500 reinstatement charge. If the Customer is the source of the advised abuse, then the Supplier may terminate the Service Agreement pursuant to the General Commercial Terms and Conditions comprising part of the Service Agreement.

Customer initials