

Acceptable Use Policy

Introduction

Edelweiss Enterprises Inc.'s ("Edelweiss Enterprises Inc.") Acceptable Use Policy ("AUP") for products and services is designed to help protect Edelweiss Enterprises Inc. , its customers, and the Internet community in general from fraud, abuse of resources, and irresponsible or illegal activities.

ACCEPTANCE OF TERMS THROUGH USE

BY ENTERING AND USING THIS WEB SITE, YOU SIGNIFY YOUR AGREEMENT TO THIS TERMS OF USE. IF YOU DO NOT AGREE TO ABIDE BY THIS TERMS OF USE, PLEASE DO NOT ACCESS OR USE THIS WEB SITE. WE MAY, AT OUR SOLE DISCRETION, UPDATE OR REVISE THIS ACCEPTABLE USE POLICY AT ANY TIME. ANY UPDATES OR REVISIONS OF THIS ACCEPTABLE USE POLICY WILL BE EFFECTIVE IMMEDIATELY UPON POSTING ON THE WEB SITE. PLEASE CHECK THIS ACCEPTABLE USE POLICY PERIODICALLY FOR UPDATES OR REVISIONS. YOUR CONTINUED ACCESS OR USE OF THIS WEB SITE FOLLOWING THE POSTING OF ANY UPDATES OR REVISIONS TO THIS ACCEPTABLE USE POLICY CONSTITUTES CONFIRMATION OF YOUR ACCEPTANCE OF THIS ACCEPTABLE USE POLICY AS UPDATED OR REVISED.

Links To Other Websites

Although this Web Site may be linked to other web sites, Edelweiss Enterprises Inc. is not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked web site, unless specifically stated herein.

Edelweiss Enterprises Inc. is not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their web sites. Edelweiss Enterprises Inc. does not assume any responsibility or liability for the actions, Products, and content of any other third parties. You should carefully review the privacy statements and other conditions of use or any web site which you access through a link from this Web Site.

Your linking to any other off-site pages or other web sites is at your own risk. Each Edelweiss Enterprises Inc. customer (commercial and ISP/reseller) is responsible for the activities of its own customers or end-users and, by accepting service from Edelweiss Enterprises Inc. , agrees to inform its customers and/or end-users of this AUP or its own Acceptable Use Policy, which must be co-extensive and consistent with these terms.

Customer Responsibilities

Edelweiss Enterprises Inc.'s services may only be used for lawful and appropriate purposes. Customers may not transmit, retransmit, redirect, or

store material in violation of Federal or state laws or regulations, industry or community standards, including, but not limited to, obscenity, indecency, defamatory or material infringing trademarks or copyrights. Edelweiss Enterprises Inc. customers may not abuse or fraudulently use Edelweiss Enterprises Inc. products and services, nor allow such use by others. The following illustrate some, but not all, uses that are prohibited under this AUP: Prohibited Conduct

1. Sells of Certain Items:

Relate to sales of: narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety; drug paraphernalia; items that encourage, promote, facilitate or instruct others to engage in illegal activity; items that promote hate, violence, racial intolerance, or the financial exploitation of a crime; items that are considered obscene; items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; certain sexually oriented materials or services; or certain firearms, firearm parts or accessories, ammunition, weapons or knives.

2. Inappropriate Content:

Using the services to transmit, distribute, redirect, or store material that, as reasonably determined by Edelweiss Enterprises Inc. is inappropriate, obscene, defamatory, threatening, abusive, hateful or which contains or incites violence.

3. Denial of Service:

Engaging in activity that may or will interfere with the service of another user, host or network on the Internet. Users are also prohibited from activity considered a precursor to attempted security violations including, but not limited to, any form of scanning, probing, or other testing or information gathering activity, without prior express written consent from Edelweiss Enterprises Inc.

4. Distribution of Viruses:

Distribution of software, programs or messages that may cause damage or annoyance to persons, data, and/or computer systems. Hosts not timely secured or removed by customers may be blocked by Edelweiss Enterprises Inc. from accessing the network.

5. Forging Headers:

Forging or misrepresenting a message header of an electronic transmission originating or passing through Edelweiss Enterprises Inc.'s network.

6. Email Spamming:

The transmitting of unsolicited email to multiple recipients, sending large amounts of email repeatedly that annoys, harasses or threatens another person or entity, or attempts to use Edelweiss Enterprises Inc. servers as a mail drop or nameserver for SPAM. Sending unsolicited bulk email from another Internet service provider's network advertising or implicating any service hosted or provided by Edelweiss Enterprises Inc. , including without limitation email, web hosting, FTP and DNS services. The sending of email with added words/characters in an attempt to bypass Bayesian filters is prohibited.

7. Fraudulent Activities:

Fraudulent activities including, but not limited to, intentional misrepresentations or misleading statements, writings or activities made with the intent that the person receiving it will act upon it; obtaining services with the intent to avoid payment; and hosting of phishing websites.

8. Unauthorized Access:

Unauthorized access includes the illegal or unauthorized access to other computers, accounts, or networks; accessing or attempting to access computer resources belonging to another party; attempting to penetrate security measures of other systems; using Edelweiss Enterprises Inc. services not included in customer's contract; devising ways to circumvent security in order to access unsubscribed services; using the services in a manner that encumbers disk space, processors or other system resources beyond amounts allowed by the specific type of product; and/or interfering with a service, overloading a service or attempting to disable a host not assigned to customer.

9. Network Sabotage:

Use of Edelweiss Enterprises Inc. products and services in a manner that interferes with others' use of the Internet or Edelweiss Enterprises Inc.'s network.

10. **Pyramid Schemes:**

Use of a fraudulent system of achieving financial gain, which requires an endless stream of recruits for success.

11. **Unlawful Acts:**

Use of Edelweiss Enterprises Inc. products and services to violate the law or in aid of any unlawful act.

12. **Non-email Based Spamming:**

Posting of messages to newsgroups/blogs/services that are irrelevant, blanket posting of messages to multiple newsgroups/blogs/services, and the posting of annoying, harassing and/or threatening messages. Violation of any rules, policies or charters posted online by any search engine, subscription web service, chat area, bulletin board, webpage, or any other service accessed via the Edelweiss Enterprises Inc. network is prohibited.

13. **Facilitating a Violation of this AUP:**

Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to allow a user to violate this AUP. This includes, but is not limited to, the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software.

14. **Blacklisting:**

Behaviour by a customer that causes blacklisting must be remedied within 48 hours of written, electronic or telephonic notice from Edelweiss Enterprises Inc. Activities that result in re-listing are prohibited and must be stopped immediately. Known spammers, previously unidentified, will be removed from the network once identified.

15. **BitTorrent:**

While Edelweiss Enterprises Inc. accepts that the use of the BitTorrent protocol in itself does not breach the terms of this AUP, Edelweiss Enterprises Inc. expressly forbids the use of the file sharing protocol to transmit, receive or in any other way disseminate copyrighted material of any nature. This includes but is not limited to, motion pictures, musical works, literary works and artwork. Edelweiss Enterprises Inc. has a zero tolerance to this kind of behaviour and will terminate the affected service on the first occurrence that is

detected. Edelweiss Enterprises Inc. will cooperate with legal authorities in the investigation of these activities and the subsequent criminal or civil proceedings. At Edelweiss Enterprises Inc.'s sole and reasonable discretion, violations of any element of this AUP may result in a warning to the offender followed by suspension or termination of the affected service if customer does not cease the violation. Edelweiss Enterprises Inc. may immediately suspend or terminate service with or without notice if Edelweiss Enterprises Inc. reasonably determines that a violation of the AUP has occurred.

Violations and Enforcement

Edelweiss Enterprises Inc. will enforce this AUP according to the severity of the offense and violator's history of prior AUP infringements. Severe and/or repeated offenses will result in immediate termination of service. Edelweiss Enterprises Inc. is not liable for damages of any nature suffered by any customer, end-user, or any third party resulting in whole or in part from Edelweiss Enterprises Inc. exercising its rights under this AUP. Edelweiss Enterprises Inc. has no practical ability to monitor all conduct, communications, or content that might violate this AUP prior to its transmission over the Edelweiss Enterprises Inc. network but, where possible and necessary, may do so at its discretion. Therefore, Edelweiss Enterprises Inc. does not assume liability for others' violations of the AUP or failures to terminate those violations. Edelweiss Enterprises Inc. reserves the right to assess time and materials charges to resolve customer issues that are not resolved by the customer in a timely manner.

Edelweiss Enterprises Inc.'s FAILURE TO ENFORCE ANY PROVISION OF THE AUP OR TO ACT WITH RESPECT TO A BREACH OF THE TERMS OF USE BY YOU SHALL NOT BE DEEMED A WAIVER OF SUCH PROVISION NOR OF Edelweiss Enterprises Inc.'s RIGHT TO ACT WITH RESPECT TO SUBSEQUENT OR SIMILAR BREACHES, NOR OF Edelweiss Enterprises Inc. 'S RIGHT TO ENFORCE SUCH PROVISION.

Jurisdiction, Venue, Statue or Limitations

This AUP shall be governed by the laws of the State of the governing city, without referenece to its conflicts of law principles. You agree that any action at law or in equity arising out of our relating to this website, AUP, or the services of Edelweiss Enterprises Inc. shall be filed exclusively in the state of federal courts located in the county Edelweiss Enterprises Inc. is registered in, and you hereby consent and submit to the personal jurisdiction of such courts. You agree that regardless of any law or statue to the contrary, any claim or cause of action arising out of or relating to this Web Site, this AUP, or the

Services of Edelweiss Enterprises Inc. must be filed within one (1) year of the date of the action arose or be deemed waiver and forever barred as untimely. Outside The U.S.

Edelweiss Enterprises Inc. MAKES NO REPRESENTATIONS THAT THE MATERIALS CONTAINED WITHIN THIS WEB SITE ARE APPROPRIATE FOR LOCATIONS OUTSIDE THE UNITED STATES. IF YOU USE THIS WEB SITE FROM LOCATIONS OUTSIDE THE UNITED STATES, YOU ARE RESPONSIBLE FOR COMPLIANCE WITH ANY AND ALL APPLICABLE LOCAL LAWS OF THE JURISDICTION FROM WHICH YOU ACCESS THIS WEB SITE, INCLUDING WITHOUT LIMITATION, THE EXPORT AND IMPORT REGULATIONS OF OTHER COUNTRIES.