

ACCEPTABLE USE POLICY

Hi-Speed Internet Service

Important Note: As the primary account holder of the Rogers Yahoo! Internet Service provided to the suite, Apartments International Inc. ("API") requires the registrant to read and acknowledge this Acceptable Use Policy ("AUP"). This policy is an extract from Rogers Yahoo! Internet Service AUP and from time to time without notice Rogers Yahoo! May revise this Acceptable Use Policy by posting a new version at:

<http://www.rogershelp.com/yahoo/downloads/agreements/AUP.PDF>

Accordingly, residents should consult this document regularly to ensure that their activities conform to the most recent version. Except where otherwise indicated, "You" and "your" means you and every person who uses the Services through your computer or API's account.

Introduction

Use of the Services is subject to the following rules and guidelines. You must comply with this AUP when using the Services. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, AS AMENDED FROM TIME TO TIME, YOU SHOULD IMMEDIATELY STOP USING THE SERVICES AND NOTIFY APARTMENTS INTERNATIONAL INC. THAT YOU WISH TO TERMINATE THE SERVICES.

Illegal Activity

The use of the Services for any activity that violates any municipal, provincial, federal or international law, order or regulation is a violation of this AUP. Prohibited activities include without limitation, using the Services to: (i) post or disseminate material that is unlawful (such as material depicting or referencing nudity of a minor or other obscene material); (ii) disseminate material that violates the copyright or other intellectual property rights of others; (iii) participate in any illegal soliciting or gaming schemes; and (iv) participate in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature. You assume all risks regarding the determination of whether material is in the public domain.

Security

You are responsible for any misuse of the Services, even if the inappropriate activity was committed by a friend, family member, guest or any other person with access to the Services through your computer or API's account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services through any means, including without limitation, wireless networking and wired networking. The Services may not be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the knowledge and consent of such person. Additionally, the Services may not be used in any attempt to circumvent the user authentication or security of any host, network, or account, including without limitation, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffer, or network probing tools, is prohibited. You may not disrupt the Services. The Services also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including without limitation, 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 that contains a virus or other harmful feature is also prohibited. You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device. In particular, API recommends against enabling file or printer sharing of any sort. API recommends that any files or services you do choose to make available for remote access be protected with a strong password or as otherwise appropriate.

Violation of Acceptable Use Policy

Neither Rogers nor Yahoo! has an obligation to monitor any content or your use of our networks for violations of this AUP or otherwise; however, we may monitor or investigate content or your use of our networks, including bandwidth consumption. We may also access, preserve or disclose information to comply with legal process in Canada or foreign jurisdictions; operate the Services; ensure compliance with this AUP, the EUA or any additional terms; or protect ourselves, our subscribers and the public. We prefer to advise subscribers of inappropriate behavior and any necessary corrective action. However, if the Services are used in a way that we, in our sole discretion, believe violates this AUP, Rogers, Yahoo!, and their respective affiliates, suppliers and agents may take any responsive actions they deem appropriate. Such actions may include without limitation, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and/or the immediate suspension or termination of all or any portion of the Services or your account. Rogers, Yahoo! and their respective affiliates, suppliers and agents will have no liability for any such responsive actions. The above described actions are not exclusive remedies and Rogers, Yahoo! and their respective affiliates, suppliers and agents may take any other legal or technical action



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deemed appropriate. Upon termination of an account, Rogers and Yahoo! are authorized to delete any files, programs, data and e-mail messages associated with such account. The failure to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that, if any portion of this AUP 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 AUP shall be exclusively governed by, and construed in accordance with, the laws of the province in which you subscribed to use the Services.