

## Acceptable Use Policy

Evolution Designs Group. supports the free flow of information and ideas over the Internet. Evolution Designs Group. does not actively monitor nor does Evolution Designs Group exercise editorial control over the content of any Web site, electronic mail transmission, mailing list, newsgroup or other material created or accessible over Evolution Designs Group services. However, Evolution Designs Group reserves the right to remove any materials that, in Evolution Designs Group's sole discretion, are potentially illegal, may subject Evolution Designs Group to liability, or violate this Acceptable Use Policy ("Policy"). Your violating this Policy may result in the suspension or cancellation of your Evolution Designs Group services. This policy should be read in conjunction with the Evolution Designs Group Terms of Use Policy.

### **Acceptable Use Policy**

The following are violations of Evolution Designs Group acceptable use policies:

1. Using Evolution Designs Group services for illegal purposes or in support of illegal activities. In accordance Terms of Use Agreement Evolution Designs Group. reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong. Activities that are prohibited as potentially illegal include, but are not limited to:
  - 1.1. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books, or other copyrighted sources, and copyrighted software.
  - .2. Exporting software or technical information in violation of Canadian export control laws.
  - 1.3. Posting or emailing of scams such as 'make-money-fast' schemes or 'pyramid/chain' letters.
  - 1.4. Threatening bodily harm or property damage to individuals or groups.
  - 1.5. Making fraudulent offers of products, items, or services originating from your account.
  - 1.6. Attempting to access the accounts of others, or attempting to penetrate security measures of Evolution Designs Group 's or other entities' systems ("hacking"), whether or not the intrusion results in corruption or loss of data.
  - 1.7. The unauthorized use of a person's name or likeness.
2. Harassing others by 'mail-bombing' or 'news-bombing'. 'Mail-bombing' constitutes sending more than ten (10) similar mail messages to the same email address. 'News bombing' constitutes sending more than 100 MB of data to a newsgroup.
  - 2.1 Sending unsolicited electronic mail (email) messages where the recipient objects to the content of the message or to the receipt of the message in general is also prohibited under this Section.

2.1.1 Members acknowledge that they are expressly prohibited from utilizing Evolution Designs Group 's service, Evolution Designs Group 's equipment or any Evolution Designs Group email address in connection with the sending of the same or substantially similar unsolicited email message, whether commercial or not, to a large number of recipients. This prohibition extends to the sending of unsolicited mass mailings from another service which in any way implicates the use of Evolution Designs Group 's service, Evolution Designs Group 's equipment or any Evolution Designs Group email address(es).

.1.2. A message is unsolicited if it is posted in violation of a USENET or newsgroup charter and /or if it is sent to a recipient who has not requested or invited the message. For purposes of this provision, merely making one's email address accessible to the public shall not constitute a request or invitation to receive messages.

2.1.3. Member specifically agrees that he/she/it will not utilize the Evolution Designs Group service, Evolution Designs Group 's equipment or any Evolution Designs Group email address in connection with the transmission of the same or substantially similar unsolicited message to 1 or more recipients or 1 or more newsgroups in a single day. Members responsible for these acts may be terminated at Evolution Designs Group 's discretion. For each day upon which this provision is violated, Member agrees to pay Evolution Designs Group \$10.00 per day for an unintentional violation of this provision, but where warranted, such as in the case of an accidental transmission, Evolution Designs Group may waive all or part of the applicable charge. In cases of willful violations of this provision, Member agrees to pay Evolution Designs Group \$200.00 per day. Evolution Designs Group at its sole discretion shall determine whether such a violation was unintentional or willful. Payment by Member under this provision shall not prevent Evolution Designs Group from seeking to obtain other legal remedies against Member, including other damages or an injunction.

2.2. Revealing your account password to others or allowing use of your account by others.

2.2.1 At no time can there be simultaneous use of the same username and password combination.

2.3. Forging any message header, in part or whole, of any electronic transmission, originating or passing through Evolution Designs Group services.

2.4. Distributing viruses to or from Evolution Designs Group systems.

2.5. Use of software or any device that would allow your account to stay logged on while you are not actively using Evolution Designs Group services or use the account for the purpose of operating a server of any type.

2.6. Cross-posting advertisements for products, items, or services to ten (10) or more unrelated USENET newsgroups.

2.7. Posting articles to any USENET or other newsgroup, mailing list or similar forum, which are off-topic according to the charter or other public statement of the forum.

2.8. Disrupting any newsgroup with frivolous, excessively vulgar, or repetitious postings.

2.9. Posting of binary, or excessively large, unrelated text files to non-binary newsgroups that have specifically requested such material not be posted in the group's FAQ (Frequently Asked Questions), charter or other public statement of the forum that such material not be posted.

2.10. Installation of 'auto-responders', 'cancel-bots' or similar automated or manual routines which generate excessive amounts of Net traffic, or disrupt Net newsgroups or email use by others.

2.11. Engaging in any of the above activities using the service of another provider but channeling such activities through an Evolution Designs Group account or re-mailer, or using an Evolution Designs Group account as a mail drop for responses