

INTOUCH PORTAL ACCEPTABLE USE POLICY

Introduction

We are committed to complying with legislation and ensuring all of our customers have the ability to use the InTouch Portal ("the Portal") without interference or harassment from other users. Our Acceptable Use Policy ("AUP") is designed to help achieve these goals.

By using the Portal, you agree to comply with this AUP. We reserve the right to change or modify the terms of the AUP at any time, by posting an updated version on the Portal. Your use of the Portal after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.

You will be issued a user name and password to enable you to gain access to and/or use the Portal. You will not be able to access and/or use a service without a user name and password.

You agree that:

- **you will use your user name and password for your own personal use only;**
- **you will not disclose your user name and password to any other person for any reason whatsoever and that you will maintain the confidentiality thereof;**
- **in the event that your password is compromised, you will immediately change your password;**
- **All acts or omissions of all persons who use the Portal under your account or with your authorization will be treated for all purposes as your acts or omissions;**
- **We also offer a password reminder service. We will send your password to your registered email address or cell phone number should you have forgotten your password. Subscription to this service is voluntary. Password reminders will only be sent to your registered details and should such details change it is your responsibility to update your registration details as we will not be responsible for sending your password to the incorrect email address or cell phone number.**

Prohibited Activities

General Prohibitions: We prohibit the use of the Portal in any way that is: i) unlawful, incitement to commit criminal acts, harmful to or interferes with use of the Portal; ii) interferes with the use or enjoyment of the Portal by others; iii) infringes intellectual property rights; iv) results in the publication of threatening or offensive material which is harmful, obscene, discriminatory, defamatory, constitutes hate speech; or v) constitutes abuse, a security risk or a violation of privacy.

Unlawful Activities: The Portal shall not be used in connection with any criminal, civil or administrative violation of any applicable local, provincial, national or international law, treaty, court orders, ordinance, regulation or administrative rules.

Violation of Intellectual Property Rights: the Portal shall not be used to publish, submit/receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

Threatening Material or Content: The Portal shall not be used to host, post, transmit, or re-transmit any content or material that harasses, or threatens the health or safety of others.

Inappropriate Interaction with Minors: The Portal must not be used for the purpose of commission an offence against a child or in way that would constitute or promote unlawful interaction with children.

Child Pornography: The Portal shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography.

Spam Abuse:

Spam abuse is prohibited using the Portal. Spam abuse shall include, but are not limited to, the following activities:

- sending multiple unsolicited messages or "mail-bombing" to one or more recipient;
- sending unsolicited commercial messages directed primarily at the advertising or promotion of products or services;
- sending unsolicited messages with petitions for signatures or requests for charitable donations, or sending any "chain mail" related materials;
- sending messages that do not accurately identify the sender;
- falsifying sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin.

Your Responsibilities

You remain solely and fully responsible for the content of any material posted or transmitted using the Portal from your user credentials.

AUP Enforcement and Notice

If the Portal is used in a way that we, in our sole discretion, believe violates this AUP or any of our rules or limitations, we may take any responsive actions we deem appropriate.