



Township of Douro-Dummer Agenda for a Public Library Board Committee Meeting

Tuesday, June 14, 2022, 3:00 p.m.

Electronic Meetings

On August 4, 2020 Council amended the Township Procedure By-Law to permit meetings to be held electronically and to allow members participating electronically to be counted towards quorum.

Until further notice, Township meetings are being held electronically. Meetings will be recorded and live-streamed on the Township YouTube channel.

Please contact the Deputy Clerk if you require an alternative method to virtually attend the meeting. martinac@dourodummer.on.ca or 705-652-8392 x210

	Pages
1. Call to Order	
2. Disclosure of any Pecuniary Interest	
3. Approval of Minutes:	
3.1. Approval of April 12, 2022 Minutes	1
4. Business Arising from Minutes:	
4.1. a) Committee Reports	
• Art Gallery	
• Warsaw and St. Joseph School	
• Friends of the Library	
4.2. b) Trillium Grant Application Update	
4.3. Summer Student - Update	
5. Financial Report:	
5.1. Financial Report Dated June 30th, 2022	

6. Librarian's Report:

6.1. CEO Report dated June 7th, 2022

7. New Business:

7.1. a) Library Building Water problems

7.2. b) Fiber Optic - Switch to Galaxy Broadband Internet

7.3. c) Budget 2023

i. Painting of the Library

ii. Increase in staff hours

8. Correspondence: None

9. Closed Session: None

10. Adjournment

11. Next Meeting:

11.1. Public Library Board Meeting - July 12th, 2022 at 3:00 pm

Mission Statement: The Douro-Dummer Library is committed to providing access to resources and opportunities for reading, life-long learning, personal development, and enrichment for the community.

(DRAFT)

Minutes of a Meeting of the Township of Douro-Dummer Public Library Board held on April 12, 2022, at 3:30 p.m. through Zoom.

Present: Board Chair: Georgia Gale-Kidd
Vice Chair: Darla Milne
Board Member: Sharon McKeiver
Board Member: Councillor Heather Watson

Absent: Board Member: Clara Leahy

Also present: Former Board Member: Marian Leahy

Recording Secretary: Douro-Dummer Public Library – CEO, Anne Landry

- 1) **Call meeting to order:** The Chair called the meeting to order at 3:55 pm.
- 2) **Disclosure of Pecuniary Interest:** The Chair reminded the Board of their obligation to declare any pecuniary interest. None were declared.
- 3) **Adoption of the February 11, 2022, Minutes:**

Resolution Number 19-2022

Moved by: Sharon McKeiver Seconded by: Councillor Watson
That the Board approves the February 11th, 2022, Library Board minutes with amendments.

Carried

4) Business arising from Minutes:

- a) Committee Reports
 - i) Art Gallery – No report from Sharon McKeiver.
 - ii) Schools – No report from Anne Landry.
 - iii) Friends of the Library – Verbal report from Georgia Gale-Kidd. The Friends book sale is scheduled for May 6th and May 7th. They are wondering if they should join St. Joseph school at the Community Centre, where the school is holding a garage sale, or at the library.

Resolution Number 20-2022

Moved by: Darla Milne Seconded by: Sharon McKeiver
That Library Board Receives the Committee Reports 4 a) i) through iii).

Carried

- b) Trillium Grant Application Update: Georgia gave a verbal report. Basterfield (Landscape Architect company) will come and look at the property and potentially

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work on a plan for the grant application. We will be sending a survey out to the population to ask the community what they would like to see in the new Library Community Outdoor space.

- c) Library Clerk – The CEO announces that the library hired a new Library Clerk and a New Casual Staff.
- d) Library Assistant – The CEO announced that the library is in the process of hiring a new library assistant.
- e) Summer Student – The CEO gave a verbal report. Employment Planning and Counselling in Peterborough no longer offers the Youth at Risk program. The library applied for a grant through the Provincial Government to get a summer student. We are still waiting to see if the grant application was successful.
- f) Going Fine Free – Report Dated April 5, 2022

Resolution Number 21-2022

Moved by: Darla Milne

Seconded by: Sharon McKeiver

That the Library goes fine free, and that the CEO reach out to local newspaper to let the community know.

Carried.

Resolution Number 22-2022

Moved by: Councillor Watson

Seconded by: Darla Milne

That Library Board Receives the business arising from minutes reports 4 b) through f).

Carried.

6. Review of Financial Reports – Dated December 21st, 2021

Resolution Number 23-2022

Moved by: Sharon McKeiver

Seconded by: Councillor Watson

That the Library Board receive the incomplete Financial Report dated April 30, 2022.

Carried

7. Librarian's Report – Report dated April 5, 2022.

Resolution Number 24-2022

Moved by: Councillor Watson

Seconded by: Sharon McKeiver

That the Library Board receives the Librarian's Report dated April 5th, 2022.

Carried

8. New Business –

- a) Board Legacy – Marian Leahy provides a verbal report from the Webinar she attended from Learn HQ about Board Legacy. The CEO, the Board Chair and the Board Vice-Chair will start working on the Library Board Transition shortly.

9. Correspondence – None

10. Closed Session – Personal matters from identifiable individuals (library personnel).

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Resolution Number 25-2022

Moved by: Darla Milne Seconded by: Sharon McKeiver
That the Board moves into closed session.

Resolution Rising from Closed Minutes Number 26-2022

Moved by: Councillor Watson Seconded by: Darla Milne
That the Board rises with no report.

Carried

12. Adjournment:

Resolution Number 27-2022

Moved by: Sharon McKeiver Seconded by: Councillor Watson
That the Board Meeting be adjourned at 4:49 pm.

Carried

Next Meeting: June 14, 2022, at 3:00 at the Douro-Dummer Public Library.

Mission Statement: The Douro-Dummer Library is committed to providing access to resources and opportunities for reading, life-long learning, personal development, and enrichment for the community.

Georgia Gale-Kidd,
Board Chair

Anne Landry,
Recording Secretary

Report to: Douro-Dummer Library Board of Trustees

Subject: Monthly Report – May 2022

From: Anne Landry, CEO

Dated: June 7th, 2022

	March 2022	April 2022	May 2022	May 2021
Books	615	621	543	368
Literacy Kits	1	1	0	2
Book and CD	6	2	3	0
CDs (books on CD) audiobook	2	6	10	0
DVDs	25	20	15	6
InterLibrary Loans	20	20	32	13
Magazines	14	14	22	2
Public Computer Usage	12	18	15	1
Total Resource Usage (no e-resources)	695	702	640	392
Total E-Book usage	540	500	434	503
Total resource usage	1235	1202	1074	895
Volunteer hours	4	6	9	12
Outreach contacts	N/A	N/A	N/A	N/A
Library Visits in Person	207	205	205	24
Overdrive users	83	82	81	76
Program Attendance	N/A	N/A	11	N/A
New Library Patrons	14	14	6	1
Library Engagement	308	307	312	101

Upcoming Programming: We are getting ready to launch the TD Summer Reading Program for the summer, which weekly storytime. We are also considering doing another computer class or a tablet class with the Peterborough Native Learning Centre.

Library Usage Items of Note: We continue to have good numbers of new patrons each month.

Volunteers' projects this month:

Upcoming holiday hours and staff holidays: Anne will be taking a week of mid-July.

Community Network Partners Inc. Member of The Crown Capital Telecom Group 460 Admiral Blvd Mississauga, ON L5T 3A3 Phone: 905.828.3557 / 1.877.473.4487 Email: support@communitybroadband.ca Website: www.communitybroadband.ca	 COMMUNITY NETWORK PARTNERS INC.	FOR OFFICIAL USE ONLY ISR: <input type="text"/> RM: <input type="text"/> Account #: <input type="text"/> Site ID: <input type="text"/>
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Group 1-2

SUBSCRIBER BILLING ADDRESS INFORMATION

Customer Name:		
Account Contact Name:		
Address:		Phone Number:
City:		Alternate Phone Number:
Province:	Postal Code:	E-Mail Address:

SERVICE ADDRESS INFORMATION

Site Name:		
Address:		Site Contact Name:
City:		Phone Number:
Province:	Postal Code:	E-mail Address:

NOTIFICATION EMAIL ADDRESS

<input type="text"/>

COMMENTS

<input type="text"/>

STEP 1: Please select an Internet service plan (all prices in CAD\$)

INTERNET PLANS AVAILABLE	THROUGHPUT		24 - Month Contract (per month)	36 - Month Contract (per month)
NO DATA LIMIT	Download	Upload		
OLS - Internet 50	50 Mbps	10 Mbps	<input type="checkbox"/> \$159.99	<input type="checkbox"/> \$145.99
OLS - Internet 150	150 Mbps	50 Mbps	<input type="checkbox"/> \$249.99	<input type="checkbox"/> \$224.99
OLS - Internet 300	300 Mbps	100 Mbps	<input type="checkbox"/> \$349.99	<input type="checkbox"/> \$314.99
OLS - Internet 1000	1000 Mbps	250 Mbps	<input type="checkbox"/> \$499.99	<input type="checkbox"/> \$449.99
Add on Services				

STEP 2: Please complete the 'Payment Options,' then agree to the Terms and Conditions by signing page 4

PAYMENT OPTIONS		
By signing below, I authorize Community Network Partners on a monthly basis to debit the amount due from my Credit Card or Pre-authorized Payment.		
<input type="checkbox"/> Credit Card (VISA, MasterCard or American Express)		
Card Number:		CCV:
Signature:	Exp. Date:	Name on Card:
<input type="checkbox"/> Pre-authorized Payment from bank account. Please attach/email a copy of a void cheque.		
Transit #:		
Signature:	Bank #:	Account #:

Terms & Conditions

Thank-You for choosing Community Network Partners; your locally-owned internet service provider.

AGREEMENT: These terms and conditions ("Terms") are between you the undersigned subscriber and Community Network Partners ("CNP"). These Terms set forth the general terms and conditions of your use of any of CNP's Internet service offerings (the "Service"). By signing below, or by creating an account and using the Service, you agree to be bound by these Terms as well as the Acceptable Use Policy (Appendix A as outlined below) (collectively, the "Agreement"). This Agreement may be changed by CNP at any time without providing prior notice to you. If you disagree with the changes, you accept that your sole and exclusive remedy is to stop using the Service. In such case, you agree to notify CNP that you are terminating the Agreement. Your continued use of the Service after any changes to the Agreement shall be deemed as your acceptance of the changed Agreement.

SERVICE: The Service includes the services specified on your Retail Subscriber Agreement. The service plan selected on the Retail Subscriber Agreement will be the service plan provided by CNP for the duration of the Term (as defined below) unless otherwise agreed by you and CNP in writing. CNP cannot guarantee upload or download speeds. The speed will vary depending on location, weather, wiring, internet traffic, content of a particular website, program or application, as well as overall performance and configuration of your computer or local network. Multiple concurrent users may reduce speeds and performance.

TECHNICAL SUPPORT: Included in the fees paid for the Service, CNP shall provide you with telephonic or email technical support during CNP's business hours by calling 905.828.3557 or toll free 1.877.473.4487 or by emailing support@communitybroadband.ca.

TERM: This Agreement is effective as of the date your account is created with CNP, and the Service is activated and will continue for the minimum number of months specified on your signed Retail Subscriber Agreement (the "Term"). Upon expiry of the Term, the Service will continue on a month-to-month basis until terminated in accordance with this Agreement. You may choose to renew your subscription for another Term after the initial Term is completed ("Renewal Term") and the then current form of this Agreement will apply to such Renewal Term. If you choose not to subscribe for another Term your monthly service will continue to be billed at the then current month to month rate until terminated by you in accordance with this Agreement.

TERMINATION OF ACCESS TO THE SERVICE: CNP may, in its sole discretion, terminate or suspend your access to all or any part of the Service at any time, with or without notice, for any reason, including, without limitation, breach of this Agreement. Without limiting the generality of the foregoing, any fraudulent, abusive, or otherwise illegal activity, or activity that may otherwise affect the enjoyment of the Service or access to the Service by others, may be grounds for termination of your access to all or part of the Service at the sole discretion of CNP.

CANCELLATION: If you would like to cancel before the initial Term is complete you will be charged a termination fee ("Early Termination Fee"). The Early Termination Fee is the amount of fees owing for the remainder of the Term (the monthly fee for your selected service plan times the number of months remaining). Requests for cancellation, before the initial Term, will not be processed unless the request is received by CNP in writing 30 days prior to deactivation. If a request to cancel is not received the Service will automatically be renewed on a month-to-month basis.

PAYMENT: The monthly fees are payable when due. You must provide CNP with accurate and complete billing information, as well as the location in which the Service has been installed. If your account is past due it is subject to a late payment fee. Delinquent accounts may be suspended or cancelled at the sole discretion of CNP, however your monthly service charges will continue until your account has been cancelled in writing. A suspended account is subject to the \$49.95 processing fee. A minimum period of 1-2 business days is required to re-activate suspended accounts. Payments returned from the bank or credit card company for insufficient funds are subject to a \$30.00 service charge. If you are purchasing used equipment, you are responsible to pay all outstanding balances before the system can be re-activated. Prices are subject to change without prior notice to you.

INSTALLATION: You are responsible for all costs related to the inside and outside wiring and mounting of the system. CNP, its agents, employees, representatives, or contractors have no liability for any damage to or loss or destruction of any of your hardware, software, files, data, or any other real or personal property. It is your responsibility to backup all existing files.

CONSENT: Subject to your right to unsubscribe under applicable law, you agree to receive electronic communications from CNP to the email address provided on the Retail Subscriber Agreement as it pertains to Canada's Anti-Spam Legislation (CASL).

RENTAL EQUIPMENT WARRANTY AND TERMS OF USE: If your Service includes a rental modem or equipment included in a service plan or priced separately ("Rental Equipment"), CNP is renting this equipment to you "as is". A refundable deposit for Rental Equipment may be required by CNP. You agree to continue to make payments to CNP for the Service up to the time of termination of this Agreement, regardless of any claims you assert against the manufacturer or supplier of any Rental Equipment. CNP is not liable to you for any loss, cost, expense or damage of any kind caused directly or indirectly by the Rental Equipment or the use, operation, ownership or maintenance of the Rental Equipment or for any loss of business damages whatsoever or however caused. Notwithstanding the foregoing, CNP agrees to repair or replace, as the case may be, at CNP's expense, any Rental Equipment which malfunctions under conditions of normal use. You agree to return any Rental Equipment to CNP upon termination of the Agreement. The cost of returning Rental Equipment to CNP is your responsibility and must be completed within 30 days of deactivation of the Service. Failure to do so will result in an automatic renewal. Rental Equipment must be returned complete with no major damage other than normal wear and tear. If the Rental Equipment is lost or damaged beyond repair you are responsible to pay CNP for the full published retail price of such Rental Equipment at that time. For greater certainty, the Rental Equipment shall at all times remain the sole and exclusive property of CNP. You do not acquire through this Agreement or by payment of any fees under this Agreement any right, title or interest in or to the Rental Equipment, except the right to possess and use the Rental Equipment for the Term, provided you are not in default under this Agreement.

INTELLECTUAL PROPERTY RIGHTS: CNP, or its third-party licensors, own the intellectual property rights in the Service including, without limitation, all rights in user interfaces, design documents, test plans and scripts, technical specifications, manuals, operating procedures and other user documents. Except as otherwise provided herein, nothing in this Agreement vests

or transfers any intellectual property rights in or to you and any use, alteration, or replication of any of CNP's intellectual property is a violation of this Agreement and applicable Canadian and international intellectual property laws. You agree to not take any action to jeopardize, limit or interfere with CNP's intellectual property rights.

PROTECTION OF SYSTEM: CNP reserves the right to: (a) turn off any system operating on the network for an indefinite period in order to comply with governmental requests; (b) to the extent required by law, intercept traffic on the network and route it to Government law enforcement agencies, if requested to do so; (c) suspend or deny Service to any system found to be interfering with network communications; or (d) disclose any information as necessary to satisfy any law, regulation or other governmental or court request.

MONITORING: Please note that CNP reserves the right to monitor and review all communications and data available through the Service for the purposes of managing the Service, investigating incidents, and adding functionality. By accessing the Service, you are expressly consenting to these monitoring activities.

PRIVACY AND CONFIDENTIALITY: By agreeing to this Agreement, you are also agreeing to CNP's Privacy Policy, which is available on the CNP website www.communitybroadband.ca. The Privacy Policy should be reviewed prior to using the Service, as it contains authorizations and consents for CNP's use and protection of your personal information and information relating to your device(s) used to access the Service. When you have notified CNP of a problem, CNP may need to access or use your personal information in order to diagnose and fix any issues that are preventing you from using the Service. This will be done by a data repair technician who will only access what is necessary to complete the requested support services.

SEASONAL HOLDS: Seasonal holds are not available.

FORCE MAJEURE: Neither CNP nor you shall be liable to the other should its performance under this Agreement be prevented, restricted or interfered with by reason of any circumstance or event beyond the reasonable control of the party so affected. A force majeure event includes (i) acts of God, such as fire, flood, earthquake or other natural cause; (ii) terrorist events, riots, insurrections, war, pandemic, epidemic, or national emergency; (iii) strikes, boycotts, lockouts or other labour difficulties, (iv) the lack of or inability to obtain permits or approvals, necessary labour, materials, energy, components of machinery, telecommunication ground failures; (v) satellite or transponder failure, and (vi) judicial, legal or other action of any Governmental Authority.

ASSIGNMENT: You shall not assign any of the rights or obligations under this Agreement without the prior written consent of CNP. CNP may freely assign its rights and obligations under this Agreement.

GOVERNING LAW: This Agreement shall be construed and enforced in accordance with the laws of the **Province of Ontario**. You irrevocably submit to the jurisdiction of the courts of the Province of Ontario, and irrevocably waive any objection at any time to the venue or convenience of forum of any suit, action or proceeding arising out of this Agreement brought in any such court.

WAIVER: No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

ENTIRE AGREEMENT: Unless otherwise provided herein, these Terms together with the Retail Subscriber Agreement, Acceptable Use Policy and any applicable order(s) set forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersede all prior agreements or understandings pertaining to the subject matter hereof.

SEVERABILITY: The provisions of this Agreement are severable from each other. If any provision of this Agreement is held to be invalid or unenforceable, it shall be revised to reflect as closely as possible its originally intended meaning, and the validity or enforceability of any other provisions in this Agreement will not be affected.

DISCLAIMER OF WARRANTIES, LIABILITY AND RESPONSIBILITY. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER CNP NOR ANY OF ITS INFORMATION OR CONTENT PROVIDERS, SERVICE PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES CNP OR ANY OF ITS INFORMATION OR CONTENT PROVIDERS, SERVICE PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICE IS DISTRIBUTED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, EXCEPT FOR THOSE WARRANTIES, IF ANY, WHICH ARE IMPLIED BY, AND INCAPABLE OF, EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. IN PARTICULAR, BECAUSE CNP MAY PROVIDE YOU WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE SERVICE, WHICH CONTENT MAY BE ORIGINATED BY INDEPENDENT PUBLISHERS AND/OR PROVIDERS AND WHICH CONTENT IS NOT AUGMENTED BY CNP, CNP CANNOT AND DOES NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION AS ORIGINATED BY SAID INDEPENDENT PUBLISHERS AND/OR PROVIDERS, AND CNP SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY ERRORS, OMISSIONS, OR INACCURACIES RELATING THERETO. IF DEFECTIVE, YOU – NOT CNP, ITS DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OR ANY THIRD-PARTY CONTENT PROVIDER – ASSUME THE CONSEQUENCES RESULTING THEREFROM. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CNP, ITS DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OR ANY THIRD-PARTY CONTENT PROVIDER SHALL CREATE ANY WARRANTY IN OR TO THE SERVICE OR THE CONTENT THEREIN, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CNP, ITS INFORMATION OR CONTENT PROVIDERS, SERVICE PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCURRED THROUGH THE USE OF THE SERVICE. THE AGGREGATE LIABILITY OF CNP, ITS INFORMATION OR CONTENT PROVIDERS, SERVICE PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS IN CONNECTION WITH THIS AGREEMENT, YOUR USE OF THE SERVICE, OR ANY OTHER CIRCUMSTANCE GIVING RISE TO LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY AND WILL IN NO CASE EXCEED THE AMOUNT, IF ANY, PAID BY YOU UNDER THIS AGREEMENT IN THE PREVIOUS TWELVE (12) MONTHS.

INDEMNIFICATION: YOU WILL DEFEND, INDEMNIFY AND HOLD HARMLESS CNP, AND ITS INFORMATION OR CONTENT PROVIDERS, SERVICE PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS, FROM AND AGAINST ALL THIRD PARTY CLAIMS, DEMANDS, DAMAGES, LOSSES, EXPENSES, COSTS (INCLUDING LEGAL FEES ON A SOLICITOR AND OWN CLIENT BASIS), FINES, AND PENALTIES SUFFERED OR INCURRED BY CNP RESULTING FROM OR CONNECTED WITH YOUR USE, MAINTENANCE, OPERATION, OR POSSESSION OF THE RENTAL EQUIPMENT AND YOUR USE OF THE SERVICE OTHER THAN IN ACCORDANCE WITH THIS AGREEMENT GENERALLY, OR OTHERWISE RESULTING FROM ANY NEGLIGENCE OR WILLFUL MISCONDUCT BY YOU (OR ANY PARTY FOR WHICH YOU ARE AT LAW RESPONSIBLE).

INQUIRIES: Questions about this Agreement should be directed via email to support@communitybroadband.ca or by calling 905.828.3557 / 1.877.473.4487.

BY SIGNING I AGREE TO THE TERMS & CONDITIONS AND THE ACCEPTABLE USE POLICY.

Print Name:

Date:

Service Agreement Signature:

Appendix A – Acceptable Use Policy (AUP)

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND THIS AUP, AS AMENDED FROM TIME TO TIME, YOU SHOULD IMMEDIATELY STOP USING THE SERVICE AND NOTIFY Community Network Partners ("CNP") THAT YOU ARE TERMINATING THE SERVICE.

PROHIBITED ACTIVITIES

Without limitation, you may not use (or allow anyone else to use) the Service to:

1. use, possess, post, upload, transmit, disseminate or otherwise make available content that is unlawful or violates the copyright or other intellectual property rights of others (as described in more detail below);
2. participate in any illegal soliciting or gaming schemes;
3. attempt to use the Service in such a manner so as to avoid incurring charges for usage;
4. 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;
5. access the Internet via the Service using Internet Protocol (IP) addresses other than the IP address(es) assigned to you by CNP;
6. invade another person's privacy, collect or store personal data about other users, or stalk or harass another person or entity;
7. access any computer, software, data or any confidential, copyright-protected or patent-protected material of any other person, without the knowledge and consent of that person, or use any tools designed to facilitate access, such as "packet sniffers";
8. upload, post, publish, deface, modify, transmit, reproduce, distribute in any way or otherwise make available information, software or other material protected by copyright or other proprietary or contractual right (such as a non-disclosure agreement) or related derivative works, without obtaining permission of the copyright owner or rightsholder;
9. use, reproduce, distribute, sell, resell or otherwise exploit the Service or content CNP provides or which you obtain through the Service for any commercial purposes;
10. copy, distribute, sub-license or otherwise make available any software or content CNP provides or make available to you or which you obtain through the Service, except as authorized by CNP;
11. alter, reproduce, or tamper with the Service or any function, component or identifier of your Rental Equipment, such as the Electronic Serial Number (ESN) or the International Mobile Equipment Identity (IMEI) that is not meant to be altered, reproduced or tampered with;
12. restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet, the Service or any equipment used to connect to the Service, or create an unusually large burden on CNP's networks or third party networks for which CNP has roaming or network sharing agreements, including, without limitation, posting, uploading, transmitting or otherwise making available information or software containing a virus, lock, key, bomb, worm, Trojan horse or other harmful, limiting, destructive or debilitating feature, distributing mass or unsolicited e-mail ("spam") or other messages, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information, or to use the Service in an abusive manner in connection with any unlimited packages, options or promotions;
13. disrupt any backbone network nodes or network service, or otherwise restrict, inhibit, disrupt or impede CNP's ability to monitor or deliver the Service, any transmissions or data;
14. interfere with computer networking or telecommunications service to or from any Internet user, host, provider or network, including, without limitation, denying service attacks, overloading a service, improperly seizing or abusing operator privileges ("hacking"), or attempting to "crash" a host;
15. use the Service for anything other than your own personal purposes (such as reselling the Service, providing Internet access or any other feature of the Service to any third party) or share or transfer your Service without CNP's express consent;
16. operate a server in connection with the Service, including, without limitation, mail, news, file, gopher, telnet, chat, Web, or host configuration servers, multimedia streamers or multi-user interactive forums;
17. impersonate any person or entity, including, without limitation, CNP, a CNP official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
18. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service; or
19. port scan a person's computer or wireless device without that person's consent, or use any tools designed to facilitate these scans.

UNLAWFUL OR INAPPROPRIATE CONTENT

CNP reserves the right to move, remove or refuse to post any content, in whole or in part, that it, in its sole discretion, decides is unacceptable, undesirable or in violation of the Terms or this AUP. This includes, without limitation:

1. obscene, profane, pornographic content;
2. defamatory, fraudulent or deceptive statements;
3. threatening, intimidating, abusive or harassing statements;
4. content that violates the privacy rights or intellectual property rights of others;
5. content that unlawfully promotes or incites hatred;
6. content that is otherwise offensive or objectionable; or
7. any transmissions constituting 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 or regulation.

For purposes of this AUP, "content" refers to all forms of communications including, without limitation, text, graphics (including photographs, illustrations, images, drawings, logos), executable programs, audiovisual recordings, and audio recordings.

VIOLATION OF THIS ACCEPTABLE USE POLICY

As set out in the Terms, CNP has the right, but not the obligation, to monitor or investigate any content that is transmitted using the Service or the Rental Equipment; and to access or preserve content or information in accordance with the Terms. CNP prefers to advise subscribers of inappropriate behavior and any necessary corrective action. However, if the Service is used in a way that CNP, in its sole discretion, believe violates this AUP, CNP 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, the immediate suspension or termination of all or any portion of the Service or your account, and/or taking appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service.

CNP will have no liability for any such responsive actions. The above described actions are not exclusive remedies and CNP may take any other legal or technical action deemed appropriate. Upon termination of an account, CNP is 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. 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 governing law provision set out in the Terms.