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Acceptable Use Policy (AUP) (Effective June 1, 2013)

1. For the complex network of networks which we call "the Internet" to function correctly, it is essential that all of those who connect to it do so in accordance with generally accepted standards and practices.
2. Most customers of Voyageur Internet will be using commercial software which handles all technical aspects of their connection for them, but certain configuration issues and matters of courtesy or common sense must be noted by all users.
3. Voyageur Internet's relationship to other networks, and ultimately its connectivity to the rest of the Internet, depends largely upon proper behavior by its customers, and therefore Voyageur Internet cannot tolerate practices by any of its customers which negatively impacts our equipment or network, or that of other users of the Internet, or which in any way damages Voyageur Internet's standing in the wider Internet community.
4. Voyageur Internet will therefore enforce appropriate sanctions against any of its customers who are responsible for abuse of the Internet. Such sanctions include, but are not limited to, a formal warning, suspension of one or more of the customer's services, suspension of all Internet access through Voyageur Internet, or termination of the customer's account(s). Where services are cancelled or withheld for abuse, Voyageur Internet shall not be obliged to refund any unused portion of fees paid, and reserves the right to levy appropriate additional charges as damages. Such charges shall not preclude or supercede any rights Voyageur may have under the MSA with the Customer.
5. For the guidance of customers on what Voyageur Internet considers to be unacceptable, some general issues are addressed below. Please note that Voyageur Internet is not responsible for the content of external sites which are referenced by this AUP.
 - 5.1. You must not use your Internet connection for any illegal purpose. You should be aware that some material is illegal to possess or transmit. You should also note that unauthorized access to computer systems can be an offence; although many machines connected to the Internet are placed there so that you may access them, it does not follow that you may access any computer you come across.
 - 5.2. Your traffic over the Internet may traverse other networks, or use other services, which are not owned or operated by Voyageur Internet. If more restrictive than this AUP, you must also abide by the AUPs and other terms and conditions imposed by the operators of those networks and services.
 - 5.3. You must not send packets onto the Internet which have forged addresses or which are deliberately constructed so as to adversely affect remote machines.
 - 5.4. Your machine or network must not be configured in such a way that others can exploit it to disrupt the Internet.
 - 5.5. You may not run "scanning" software which accesses remote machines or networks, except with the explicit permission of those remote machines or networks.
 - 5.6. You must ensure that you do not further the sending of unsolicited bulk email or any other form of email or Usenet "abuse". This applies to both material which originates on your system and also third party material which passes through it.
 - 5.7. You must not run an "open mail relay", which is a machine which accepts mail from unauthorized or unknown senders and forwards it onward to a destination outside of your machine or network. If your machine does relay mail, on an authorized basis, then it must record its passing through your system by means of an appropriate "received" line. As an exception to the ban on relaying, you may run an "anonymous" relay service provided that you monitor it in such a way as to detect unauthorized or excessive use. However, you may not relay traffic from such an anonymous system via Voyageur Internet's servers, ie: you can only pass email from such a system to Voyageur Internet where this is the correct destination for final delivery.
 - 5.8. All customers are required to accept email addressed to "postmaster" at their address (i.e: postmaster@sample.voyageurinternet.ca for the hostname "sample"). Customers will be deemed to have read any and all such email. Voyageur Internet may take action on the basis of this assumption.
 - 5.9. Voyageur Internet, at its discretion, may run manual or automatic systems to determine compliance with this AUP. Customers are deemed to have granted permission for this limited intrusion onto their networks or machines.
 - 5.10. Voyageur Internet provides access to the Internet as part of a package of services. Voyageur Internet reserves the right to change this at its sole discretion and without prior notice.
 - 5.11. Any decision Voyageur Internet makes in relation to its services will be final on all matters.
 - 5.12. Voyageur reserves the right to limit connection speeds for customers on Metered and Un-Metered plans if they are unduly affecting other customers on the network. Network Operations will attempt to communicate to the customer the need to change the usage on the connection before limiting speeds. Only Dedicated bandwidth plans are guaranteed their allocation of bandwidth. No credits will be given for temporary reductions in bandwidth.
6. The customer shall not:
 - 6.1. obtain or seek to obtain, by any means whatsoever, information regarding the personal identification or password of any other person which is a customer of Voyageur or any network to which the Customer may be permitted access;
 - 6.2. obtain or seek to obtain access to or interfere with any programs or data maintained by Voyageur;
 - 6.3. develop or use programs which adversely affect or impact other customers, the Services, the Internet or any computer network;
 - 6.4. use, transmit or store anything obscene, offensive or defamatory or which appropriates a personality without legal permission or which in any way violates or infringes copyright, trademark or other intellectual property rights;
 - 6.5. utilize the Services and the Internet for any purpose which is contrary to the laws of any government having jurisdiction over Voyageur and/or the Customer;and
 - 6.6. omit any act or cause or permit any act to be committed or provide any services which will conflict with or affect in any way the provision of the Services by Voyageur.