



## **Acceptable Use Policy**

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docUcapture has adopted this Acceptable Use Policy in order to encourage the responsible use of docUcapture's services by our clients and other users ("Users"), and to enable docUcapture to provide our Users with secure, reliable and productive services. Users and subscribers to the docUcapture service are required to comply with the provisions of The Personal Information Protection and Electronic Documents Act (PIPEDA) as of January 1, 2004. docUcapture has been designed and operates in a manner which provides for compliance with this legislation.

### **Data Integrity**

docUcapture by its nature is a repository for subscribers' information and documents. Subscribers explicitly indemnify docUcapture from any losses, remedies or consequences as a result of their use of the service for the storage and retrieval of their information. Information stored in the docUcapture service is the responsibility of the subscriber and by using the service subscribers acknowledge their acceptance of this responsibility. docUcapture will take reasonable precautions for security of information stored in the docUcapture servers and subject of the terms of the docUcapture terms and conditions (enrolment) agreement will supply suitable backup copies of data from time to time, however this provision does not construe a warranty for the integrity of such data on behalf of the subscriber. Due to the nature of internet transmission and the variety of data to be stored, docUcapture is unable to control the integrity of the actual data stored in the systems.

### **General Conduct**

The docUcapture system, including the websites and managed servers operated by docUcapture (collectively, the "docUcapture system"), may be used only for lawful purposes. Users may not use the docUcapture system in order to transmit, distribute or store materials that are:

- In violation of any applicable law.
- In a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others, or the privacy, publicity or other personal rights of others.
- That is obscene, threatening, abusive or hateful.



## **System and Network Security**

Users are prohibited from violating or attempting to violate the security of the docUcapture system including, without limitation:

Accessing data not intended for such User or logging into a server or account which such User is not authorized to access.

- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
- Attempting to interfere with service to any user, host or network including, without limitation, via means of overloading, "flooding", "mailbombing" or "crashing".
- Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
- Taking any action in order to obtain services to which such User is not entitled. Violations of system or network security may result in civil or criminal liability.

docUcapture will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

## **E-Mail**

Users may not send unsolicited e-mail messages including, without limitation, bulk commercial advertising or informational announcements ("spam") in a way that could be reasonably expected to adversely impact the docUcapture system, including, but not limited to:

- Sending of spam:
  - through the docUcapture by any method;
  - through the use of an e-mail account or server hosted on or connected to docUcapture's network;
  - using the service of another provider to promote or reference a site or service hosted on or connected to the docUcapture system.

In addition, Users may not use the docUcapture system in order to:

- Send e-mail messages which are excessive and/or intended to harass or



annoy others.

- Continue to send e-mail messages to a recipient who has indicated that he/she does not wish to receive them.
- Send e-mail with forged TCP/IP packet header information.
- Send malicious e-mail including, without limitation, "mailbombing".
- Send or receive e-mail messages in a manner that violates the use policies of any other Internet service provider.
- Use an e-mail box exclusively as a storage space for data.
- Post any message with forged packet header information.
- Post messages that are excessive and/or intended to annoy or harass others including, without limitation, chain letters.

## **Suspension - Termination**

Any User whom docUcapture determines to have violated any element of this Acceptable Use Policy shall receive a written warning and may be subject, at docUcapture's sole discretion, to a temporary suspension of service pending such User's agreement in writing to refrain from any further violations; provided, however, that if docUcapture deems it necessary, docUcapture may immediately suspend or terminate such User's service without issuing such a warning. Users whom docUcapture determines to have committed a second violation of any element of this Acceptable Use Policy shall be subject to immediate suspension or termination of service without further notice.

## **Responsibility**

docUcapture does not monitor the docUcapture system at all times, but reserves the right to do so. docUcapture takes no responsibility for any material input by others and not posted to the docUcapture system by docUcapture. docUcapture is not responsible for the content of any other websites linked to the docUcapture site; links are provided as Internet navigation tools only.

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## **Privacy Policy**

docUcapture respects the privacy of users on the Internet and has developed this privacy policy to protect user privacy on its web site. Users of and



subscribers to the docUcapture service are required to comply with the Personal Information Protection & Electronic Documents Act (PIPEDA) as of January 1 2004. The docUcapture system has been designed to comply with the requirements of the act and is operated in a manner to permit compliance.

**Personally Identifiable Information.** The only personally identifiable information docUcapture obtains about individual users through our web site is information supplied voluntarily by the user. Users interacting with our site may provide docUcapture with name, address, telephone number, e-mail address, domain name or URL or other personally identifiable information that docUcapture may use for its own business purposes.

**Non-Personally Identifiable and Aggregate Information.** docUcapture collects some non-personally identifiable generic information about our users as a means of measuring the effectiveness of our site. docUcapture servers identify certain user information in the normal course of operation, but such information does not reveal a user's personal identity. We collect this information only in the aggregate and use it to evaluate and improve our web site. The following are examples of non-personally identifiable generic information.

- *IP Addresses: an IP address is a number that is automatically assigned to a user's computer whenever that user is using the World Wide Web. Web servers can automatically identify individual computers by their IP address. docUcapture collects IP addresses for the purposes of system administration and to report aggregate information. docUcapture does not link IP addresses to any personally identifiable information.*
- *Computer Settings: settings, technical and other information from your computer, such as your operating system, browser version, connectivity, various communication parameters and other information related to the operation and interaction of docUcaptures web site may be collected by docUcapture. Except as otherwise provided in this policy, docUcapture will use such information solely in order to provide technically appropriate formatting of information provided by docUcapture and access to docUcapture's web site. The collection of this information will not include any personally identifiable information.*

docUcapture is committed to protecting user privacy on its web site and expects the same from our partners, co-sponsors, and suppliers.

docUcapture is not responsible for the content or the privacy practices of other web sites, including sites reached through a link on docUcapture's site. Other web sites may have different privacy policies, or no policy. Users should review



the privacy policies of any site before providing personal information.

Should docUcapture modify its practices regarding the collection or use of information obtained from users in the future, this privacy policy will be amended to reflect such modifications.

## **Security Policy**

docUcapture has implemented the latest technology that allows for high levels of internet security. Browsers which provide for high level encryption will access the docUcapture system using this high security level (Secure Socket Layer, SSL) technology to transmit your record solely to authorized users who have been granted access to the system through a subscriber.

## **Registered Users**

Registered users are provided a unique username and password as provided in the terms and conditions of your service agreement with docUcapture. Users are responsible for the security of their login and password. Subscribers are responsible for all users to whom they have assigned a login and password. Subscribers are responsible for the security of the information which is stored in the docUcapture system by their registered users and for the use of the information which is made by them. docUcapture accepts no responsibility for the information stored by users or for its loss or dissemination by users.

## **Security Checks and Logs**

All activity in the docUcapture system is logged for the protection of subscribers and users. The docUcapture security administrators will review logs as necessary to determine any activity which is deemed to be inappropriate and will notify subscribers of any users who are carrying out such activity. Subscribers will ensure that their registered users take whatever action is necessary to stop any such inappropriate activity immediately upon notification.

Log information shall be used solely for the administrative needs of docUcapture and will not be divulged to third parties, except as required by any applicable statute or law. docUcapture will comply with any legal authority which lawfully requests logs or other such information as may be deemed necessary by a court or other jurisdiction. docUcapture shall be indemnified by all subscribers by their use of the system from any release of such information.



## **Revisions**

Changes and updates to this acceptable use policy will be posted to the docUcapture web site on a periodic basis and will become effective from the time of posting. This acceptable use policy is provided for the guidance and assistance of subscribers and users of the docUcapture service and may be altered as required. Questions regarding this policy, its application or revision may be directed to [info@docucapture.com](mailto:info@docucapture.com). docUcapture is a service of Leppert Business Systems Inc. , 10 – 4380 South Service Rd., Burlington ON, Canada, L7L 5Y6. The service is governed by the laws of Ontario and Canada.