

Responsible Use of Services Provided by Proficient Business Assistance

Our Policy

This Responsible Use Policy encourages the responsible use of Services provided by Proficient Business Assistance. The behaviours listed below are generally prohibited because they pose an unacceptable risk to the stability, integrity, or quality of our Service technology platform and are otherwise contrary to corporate policies of Proficient Business Assistance.

As a client of Proficient Business Assistance, you are solely responsible for the content you give to us in connection with the Services we provide to you. We may regularly, review, screen or monitor content you provide to us for inclusion in your website or that you otherwise use, provide or make available in connection any Services we provide to you. Our Services are provided to you to use for lawful purposes only and you are solely responsible for the knowledge of and adherence to all applicable federal, provincial/state and local laws and regulations pertaining to your use of our Services.

General Rules of Conduct.

Your use of Services provided by Proficient Business Assistance, including any content you submit, will comply with this Responsible Use Policy and our Terms of Service together with any other applicable Service Agreement and all applicable local, provincial/state, national and international laws, rules and regulations. In addition, similarly, to using any other website design services, users of these services provided by Proficient Business Assistance are prohibited from engaging in or facilitating the engagement in any of the following prohibited conduct:

- Advertising, transmitting or otherwise making available any software, program, product or service that is designed to violate this Policy which

includes the facilitation of the means to spam, initiation of ping, flooding, mail bombing, denial of service attacks and piracy of software;

- Spamming, i.e., sending unsolicited bulk and/or commercial messages over the Internet or maintaining an open SMTP relay;
- Violating the intellectual property rights of others including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations or other entities or use in any manner directly or indirectly in violation of applicable laws or regulations of any third party's rights;
- Violating the privacy, publicity or other personal rights of others;
- Using any Service to advocate obscene speech or materials or to advertise, transmit, store, post, display or otherwise make available child pornography or other forms of pornography or obscene speech or material. Proficient Business Assistance reserves the right to notify law enforcement agencies if it becomes aware of the presence of child pornography on or being transmitted through the Service;
- Gathering non-public or personally identifiable information for any unlawful purpose or violating the privacy or publicity rights of another including impersonating another or submitting content on behalf of another without their express prior consent or breach any duty of confidentiality that you owe to another;
- Copying or distributing in any medium any part of this Site or the Services, except where expressly authorized by us;
- Modifying or altering any part of this Site or the Services or any of its related technologies;
- Promoting or providing assistance in promoting activities including:
 - advocating, promoting any unlawful activity against any persons, animals, governments, businesses or other entities
 - describing or displaying a weapon, parts of weapons or manuals for assembling any weapon, including but not limited to firearms, ammunition, explosives, grenades, bombs and caustic or other dangerous substances
 - promoting products or services that involve a significant risk of death or injury to any persons, or damage to business or other entities or property

- using the Service as a means to transmit or post language that is illegal, obscene, indecent, defamatory, incites religious, racial or ethnic hatred, or violates the rights of others
 - forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message
- Illegally or without authorization, accessing the computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking")
- Engaging in any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity)
- Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, or other destructive activities such as ping, flooding, mail bombing, or denial of service attacks
- Exporting encryption software over the Internet or otherwise to points outside Canada or the United States
- Engaging in any other activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, phishing scams, fraudulently charging credit cards, and pirating software
- Engaging in or promoting gambling
- Illegally displaying or promoting any type(s) of intoxicant, alcoholic beverage, cigarettes or illegal substance
- Engaging in any other activity, whether lawful or unlawful, that Deluxe, in its sole discretion, determines to be harmful to customers, operations, reputation, goodwill, or customer relations
- Interfering with the operation of this Site or the Services found at this Site or our network, or access thereto by other persons
- Copying, distributing or modifying any part of this Site or the Services offered on the Site, except where expressly authorized by us
- operating in a manner to avoid the payment of Fees hereunder

Violations

Proficient Business Assistance reserves the right in its sole and absolute discretion to restrict or remove from its servers any content that it deems to be in violation of this Responsible Use Policy, its other corporate policies or any applicable laws. Proficient Business Assistance may immediately take action, including, but not limited to:

- a) issuing warnings,
- b) suspending or terminating the Services,
- c) restricting or prohibiting any and all uses of content hosted on our systems, and/or
- d) disabling or removing any or all of the following:
 - i. any hypertext links to third-party web sites,
 - ii. any of your content distributed or made available for distribution via the Services, or
 - iii. other content not supplied by us.

In the event we take such action, we shall not be obligated to refund to you any fees paid in advance thereof. It is Proficient Business Assistance' policy to fully cooperate with any law enforcement authorities or court order requesting or directing Proficient Business Assistance to disclose the identity of anyone posting or transmitting any such information, materials or images.