



ACCEPTABLE USE POLICY

1. Goals.

Our goals are to preserve our and your privacy and security and maximize the usefulness to you and our other customers of our Services and the Internet, to protect network resources and to ensure compliance with applicable law at all times.

2. Interpretation

The provisions of this Policy are intended as guidelines and are not meant to be exhaustive. Generally, conduct that violates law, regulation or the accepted norms of the Internet community, whether or not expressly mentioned in this Policy, is prohibited. We reserve the right at all times to prohibit activities that in our sole opinion damage our commercial reputation and goodwill.

3. Security

Any "denial of service" attack, any attempt to breach authentication or security measures, or any unauthorised attempt to gain access to any other account, host or network is prohibited, and will result in immediate termination of Services which may be effected without notice.

4. Bandwidth Usage

If your bandwidth either exceeds the allowance set as part of your package or reaches the point where it has an adverse effect on other customers we reserve the right to:

- i) restrict your bandwidth usage, without prior notice, until you can reduce your bandwidth usage; or
- ii) charge you for excess bandwidth usage, over and above your package allowance, as published by us from time to time.

5. Unacceptable Use

- i) The use of any of our servers for any of the following purposes is prohibited:
 - a) to send bulk or unsolicited e-mail messages (commercial or otherwise);
 - b) to collect responses from unsolicited e-mail;
 - c) to engage in "spamvertising" (ie the publication of webpages used or promoted by spam); or
 - d) to post advertisements or messages that violate the charter of any newsgroup or mailing list.
- ii) We reserve the right to decide whether a message violates the newsgroup or mailing list charter. In most cases we will defer to the judgment of the newsgroup or mailing list moderator or administrator.
- iii) Commercial messages that are appropriate under the charter of a newsgroup or mailing list, or that are expressly solicited by the recipients are permitted.
- iv) Conduct in connection with e-mail that is an obvious nuisance (such as "mail bombing") or that would be unlawful in other contexts (for example but not limited to, threats, harassment, defamation, obscenity, or software piracy) is prohibited.

6. Forgery of Identity

Falsifying address information or otherwise modifying headers to conceal the sender's or recipient's identity, for the purpose of circumventing this policy, is prohibited. This provision is not intended to disallow the use of aliases or anonymous remailers for any legitimate purpose.

7. Copyright, Privacy, and Intellectual Property

Using one of our hosted Domain Names to commit, aid or abet any violation of copyright or intellectual property law is prohibited. This prohibition includes publishing a private e-mail message or that of a third party, by any means, without the express prior consent of the author.

Our and your e-mail addresses are not for sale or commercial distribution to third parties without our express prior consent or that of the subscriber.

8. Cooperation with Other Providers

Using our facilities to engage in activities that violate the terms of services of any other Internet Services Provider is prohibited. For example but without limitation, sending unsolicited commercial e-mail through our facilities to the subscribers of any Internet or online service provider that disallows unsolicited commercial e-mail is prohibited.

9. Consequences of Violation

Violation of any part of the Policy set down herein may result in temporary suspension or permanent termination of one or more Service provided to you at our sole discretion. We do not issue service credits for any outages incurred though Service disablement resulting from Policy violations.

10. Modification

We reserve the right to add, delete or modify any provision of this Policy at any time without notice. Any such variation will be posted on our website and you may refer to the terms of this Policy at any time.

11. Your Obligations and Warranties

In signing up to take any of our Services or any of them you represent, undertake and warrant to us that you will use our Services for lawful purposes only and only as authorised. In particular, but without limitation, you represent, warrant and undertake to us that you will:

- i) keep secure and not disclose any password which may be given to you by us to third parties and that any such password will only be used for the authorised purpose communicated to you by us and further that you will notify us immediately of any known or suspected unauthorised use of the password. You will be liable for any unauthorised use of your password;
- ii) observe the procedures which we may from time to time prescribe;
- iii) not post, link or transmit to any of our servers any material which is unlawful, abusive, malicious, threatening, defamatory, obscene, pornographic, blasphemous or otherwise objectionable in any way;
- iv) not post, link or transmit to any of our servers any material which contains a virus or other hostile computer program or run any applications that could lead to a modification of the physical or logical structure of the networks being used;

- v) not post, link or transmit to any of our servers any material which constitutes or encourages the commission of a criminal offence or which infringes any patent, trade mark, design rights, copyright or any other intellectual property right or similar rights of any persons;
- vi) adhere to laws for the protection of minors;
- vii) respect the privacy of others and that you will not send unsolicited, harassing, slanderous or threatening content;
- viii) not use any names, documents, pictures or other elements of our site so as to create the impression of any relationship whatsoever with any of our products or Services, or of support for any of our products or Services without our prior written consent;
- ix) not develop or attempt to develop programs designed to bypass the user interface to access our program functions;
- x) treat all confidential and proprietary information and documents provided by us to you, including without limitation any password, as confidential and not to disclose the same to a third party.