

## ACCEPTABLE USE POLICY ('AUP')

### A. General

Cable & Wireless and its affiliates ("Cable & Wireless") provide to business and consumer users a variety of information technology related products and services, including such service as internet access, content delivery services, various electronic mail (email) packages and services, world wide web hosting arrangements, ATM, Frame Relay, fixed and mobile voice and other data (eg: sms), online, and internet-related telecommunications services (each, a "Service" and collectively the "Services").

This Acceptable Use Policy ('AUP') defines the acceptable use of the Services with a view to ensuring quality of service and the privacy of our Customers and the integrity, security, reliability and privacy of the Cable & Wireless network, systems, products, Services, server hosting facilities and data contained therein (collectively, the "Cable & Wireless Network"). Cable & Wireless' Customers (who for the purposes of this policy, are defined as any party who purchases a Service from Cable & Wireless) are required to comply with this AUP as a condition of receiving Services from Cable & Wireless.

Cable & Wireless' Customers are solely responsible for the content and messages that they access, post, distribute or otherwise make available using the Cable & Wireless Network. Cable & Wireless encourages its Customers to self-rate their websites using a major rating agency such as the Internet Content Rating Association (ICRA) (<http://www.icra.org>).

### B. Prohibited Activities

It is contrary to Cable & Wireless policy for any of its Customers or other Service user to effect or participate in any of the activities listed below (whether actual or attempted and whether directly or indirectly) through a Service.

Each of the practices listed below (each, a "Prohibited Activity") constitute an abuse of the Cable & Wireless Network and interfere with other Customers. Such practices are prohibited

1. Posting or sending messages substantially similar in content to 10 or more Usenet or other newsgroups, forums, listservs, or other similar groups or lists (each, a "List");
2. Posting or sending messages, articles, or other content to a List which are off-topic according to the charter or other owner-published FAQs or descriptions of the List;
3. Publishing mail bombs, chain letters or pyramid schemes;
4. Sending unsolicited commercial messages or communications in any form ("SPAM");
5. Falsifying user or other Service related information, including, but not limited to, intentionally omitting, deleting, forging or misrepresenting transmission information, including headers, return mailing and Internet protocol addresses, provided to Cable & Wireless or to other Service users or engaging in any activities or actions intended to withhold or cloak Customer's or its End Users identity or contact information;
6. Engaging in any other activity that:
  - i. violates a law or regulation (including, but not limited to, libel, slander, invasion of privacy, harassment, obscenity, child pornography, export laws and regulations, and infringement or misappropriation of another party's copyrights, trademarks, patents, trade secrets or other intellectual property rights);
  - ii. threatens the integrity and/or security of any network or computer system (including, but not limited to, transmission of Viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware);
  - iii. has the purpose of harming or attempting to harm minors in any way;
  - iv. attempts to use the Service in such a manner so as to avoid incurring charges for or otherwise being required to pay for such usage;
  - v. otherwise degrades or interferes with other users' use of a Service;
  - vi. breaches any legal duty owed to a third party, such as a contractual duty or a duty of confidence; or
  - vii. violates generally accepted standards of Internet or other networks conduct and usage, including, but not limited to, denial of service attacks, web page defacement, port and network scanning, and unauthorised system penetrations.
7. Engaging in any of the activities listed above by using another provider's service, but channelling the activity through a Cable & Wireless account, remailer, or otherwise through a Service.

ANY INDIRECT OR ATTEMPTED VIOLATION OF THIS AUP BY OR ON BEHALF OF A CUSTOMER OR A CUSTOMER'S END USER, AND ANY ACTUAL OR ATTEMPTED VIOLATION BY A THIRD PARTY ON BEHALF OF A CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED A VIOLATION OF THE AUP BY SUCH CUSTOMER OR CUSTOMER'S END USER.

### C. Rights and Remedies

If Cable & Wireless determines that a Customer, its representatives or its end users have breached

or failed to comply with this AUP or engaged (or permitted others to engage) in a Prohibited Activity, Cable & Wireless may take such action as it deems appropriate. This may include all or any of the following:

1. suspending and/or terminating a Customer's Service at any time;
2. Issuing of a warning to a Customer;
3. Commencing Legal proceedings against a Customer for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach of this AUP;
4. denying all traffic from known IP address blocks that support indiscriminate port scanning programs such as ProxyHunter, or other unlawful activity, for the purpose of preserving Customer's system and network resources;
5. undertaking further legal action against a Customer; and
6. in the event of illegal activities – investigating and notifying appropriate legal authorities.

If we receive a Court Order requesting us to reveal a Customer's identity to someone complaining that you have used the Services abusively, we will be entitled to do so. We will also be entitled to reveal your identity or other data we hold regarding your use of the Services to the police or other public authority if we are required to do so by law.

Cable & Wireless will consider all cases and complaints according to their individual merits. Cable & Wireless has the right not to take action against you even where a complaint is made against you for breach of this AUP.

Cable & Wireless reserves the right to, where feasible, implement technical mechanisms to prevent a Prohibited Activity. In addition, Cable & Wireless reserves the right to charge the Customer to cover administrative costs associated with the Prohibited Activities of the Customer including, but not limited to, recovery of the costs of identifying offenders and removing them from or discontinuing providing them Service, in an amount equal to Cable & Wireless actual expenses incurred in preventing or responding to such activity..

For complaints of SPAM only: In addition to any applicable charges described above, Cable & Wireless reserves the right to charge the Customer the amount set forth under applicable law or if no amount is specified US\$10.00 per spam e-mail, such messages being not only annoying to internet users, but also seriously affecting the efficiency and cost-effectiveness of the Cable & Wireless Network (they increase Cable & Wireless costs by clogging the Network, rendering web-sites inaccessible and potentially leading to down time of Customers' mission-critical internet applications).

Nothing in this AUP limits Cable & Wireless rights and remedies (available at law or in equity) in any way with respect to any Prohibited Activity.

#### **D. Password Protection**

Customers are responsible for protecting their password(s) and for any authorised or unauthorised use made of their password(s). Customers must not disclose your password or use or permit anyone to use Cable & Wireless' Service to guess passwords or access other systems or networks without written authorisation. In the event a network or network device becomes compromised, Cable & Wireless will assist in the tracking and/or expulsion of said offender on the network level to the extent Cable & Wireless considers reasonable, at its sole and absolute discretion.

#### **E. Access to Internet Data Centres**

For Customers accessing Internet Data Centres (IDCs), in addition to, and to the extent not in conflict with, the rules of the individual IDC, only those individuals identified in writing by Cable & Wireless or by Customer on the Customer Registration Form ("Authorised Personnel") may access the IDCs. Customer shall deliver prior written notice to Cable & Wireless of any changes to the Customer Registration Form and the list of Authorised Personnel. Customer and its representatives shall not allow any unauthorised persons to have access to or enter any IDC. Customer and its representatives may only access that portion of an IDC made available by Cable & Wireless to Customer for the placement of Customer's equipment and use of the IDC Services (the "Customer Area"), unless otherwise approved and accompanied by an authorised Cable & Wireless representative.

#### **F. Use of Internet Data Centre Facility**

*Conduct at Internet Data Centres.* For Customers accessing IDCs, in addition to, and to the extent not in conflict with, the rules of the individual IDC, Customer and its representatives agree to adhere to and abide by all security and safety measures established by Cable & Wireless and set forth in the Customer Guide provided by Cable & Wireless to Customer.

Customer and its representatives shall also not do or participate in any of the following:

1. misuse or abuse any Cable & Wireless property or equipment or any third party property or equipment;
2. make any unauthorised use of or interfere with any property or equipment of any other Cable & Wireless Customer;
3. harass any individual, including Cable & Wireless personnel and representatives of other Cable & Wireless Customers;
4. engage in any activity that is in violation of the law or aids or assists any unlawful activity while on Cable & Wireless property or in connection with the IDC Services.

*Prohibited Items.* For Customers accessing IDCs, in addition to, and to the extent not in conflict with, the rules of the individual IDC, Customer and its representatives shall keep each Customer Area clean, free and clear of debris and refuse. Customer shall not, except as otherwise agreed to in writing by Cable & Wireless, (1) place any computer hardware or other equipment in the Customer Area that has not been identified in writing to Cable & Wireless; (2) store any paper products or other combustible materials of any kind in the Customer Area (other than equipment manuals); and (3) bring any Prohibited Materials (as defined below) into any IDC. "Prohibited Materials" shall include, but not be limited to, the following and any similar items:

1. food and drink;
2. tobacco products;
3. explosives and weapons;
4. hazardous materials;
5. alcohol, illegal drugs and other intoxicants;
6. electro-magnetic devices which could unreasonably interfere with computer and telecommunications equipment;
7. radioactive materials;
8. photographic or recording equipment of any kind (other than tape back-up equipment).

#### **G. Equipment and Connections**

*Customer Equipment.* For Customers accessing IDCs, in addition to, and to the extent not in conflict with, the rules of the individual IDC, each piece of equipment installed in a Customer Area (the "Customer Equipment") must be clearly labelled with Customer's name (or code name provided in writing to Cable & Wireless) and individual component identification. Each connection to and from a piece of Customer Equipment shall be clearly labelled with Customer's name (or code name provided in writing to Cable & Wireless) and the starting and ending point of the connection. Customer Equipment must be configured and run at all times in compliance with the manufacturer's specifications, including power outlet, power consumption and clearance requirements. Customer must use its best efforts to provide Cable & Wireless with at least 48 hours prior notice any time Customer intends to connect or disconnect any Customer Equipment or other equipment.]

#### **H. Modification of This Policy**

Cable & Wireless reserves the right to update this AUP from time to time. You are expected to check this website page from time to time to take notice of any changes we make, as such updates are legally binding on you. Some of the provisions contained in this AUP may also be superseded by provisions or notices published elsewhere on our site or written documents issued to you.

#### **I. Scheduled Maintenance**

For information on scheduled maintenance, please view the maintenance schedule posted on Cable & Wireless' World Wide Web site at: <http://www.inoc.cw.net>.