

AMPLIA COMMUNICATIONS LIMITED

Acceptable Use Policy

A. General

Amplia Communications Limited ("Amplia") provides to business and consumer users a variety of information technology related products and services, including such service as Internet access, TV, 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 Amplia network, systems, products, Services, server hosting facilities and data contained therein (collectively, the " **Amplia Network** "). Amplia' Customers (who for the purposes of this policy, are defined as any party who purchases a Service from Amplia) are required to comply with this AUP as a condition of receiving Services from Amplia.

Amplia's Customers are solely responsible for the content and messages that they access, post, distribute or otherwise make available using the Amplia Network.

For purposes of this policy, a "Customer" is defined as any party who purchases a Service from Amplia.

B. Prohibited Activities

It is contrary to Amplia 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 Amplia Network and interferes with other Customers. Such practices are prohibited

1. Publishing mail bombs, chain letters or pyramid schemes;
2. Sending unsolicited commercial messages or communications in any form (" **SPAM** ");
3. 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 Amplia 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;
4. 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, terrorism, 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.

5. Engaging in any of the activities listed above by using another provider's service, but channelling the activity through a Amplia 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 Amplia 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, Amplia may take such action as it deems appropriate. This may include all or any of the following:

(i) Suspending and/or terminating a Customer's Service at any time;

(ii) Issuing of a warning to a Customer;

(iii) 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;

(iv) 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;

(v) Undertaking further legal action against a Customer; and

(vi) 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.

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

Amplia reserves the right to, where feasible, to implement technical mechanisms to prevent a Prohibited Activity. In addition, Amplia 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 Amplia actual expenses incurred in preventing or responding to such activity.

For complaints of SPAM only : In addition to any applicable charges described above, Amplia reserves the right to charge the Customer the amount set forth under applicable law for such messages being not only annoying to Internet users, but also seriously affecting the efficiency and cost-effectiveness of the Amplia Network (they increase Amplia 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 Amplia 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 their password or use or permit anyone to use Amplia' Service to guess passwords or access other systems or networks without written authorisation. In the event a network or network device becomes compromised, Amplia will assist in the tracking and/or expulsion of said offender on the network level to the extent Amplia considers reasonable, at its sole and absolute discretion.

E. Fair Use Policy

Broadband is a shared service and the activities of some users can impact the services available to other users. In an ideal environment, all users would obtain an equal percentage of the available bandwidth. Unfortunately, some users take a disproportionately greater share of the available bandwidth and, as a consequence, other users suffer a diminished experience. Particularly at peak times, data rates may be reduced by contention within the Amplia local access network and the public Internet.

In order to preserve the quality of our broadband services, we have introduced a Fair Use Policy ("**FUP**"). A FUP is intended to assure that the very few users of excessive bandwidth-

consuming applications do not use their service to the detriment of other broadband customers.

In order to implement our FUP, we monitor the performance of our network and may restrict the amount of bandwidth available to users of applications that consume large amounts of bandwidth or download unusually large files during peak times so to ensure a fair allocation of bandwidth to all broadband customers. If a broadband customer exceeds the usage associated with the relevant broadband package that such user is on, Amplia will not be liable to such user for the quality, integrity or continuation of the broadband service.

Whilst this FUP is mainly aimed to avoid any unfair disruption of services resulting from extreme peer-to-peer usage, other file-sharing software and download of very large files during Internet peak usage times, we do not prevent the use of such applications or downloads. Furthermore, if you don't use Peer-to-Peer or file sharing software or if you don't download very large files continuously at peak times, then it is unlikely you will be affected by this policy.

F. Modification of this Policy

Amplia 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.