

Acceptable Fair Use Policy (FUP)

Global 4 Communications Ltd (G4CL) has formulated this Acceptable Fair Use Policy ("FUP") in an effort to promote responsible use of our network, systems, services, and products ("**Global 4, Services and Products**") by our customers, resellers and other end users of the Global 4, Services and Products (collectively, "**Users**").

By using G4CL's Services and Products, Users consent to be bound by the terms of this FUP.

G4CL reserves the right to modify this FUP at its discretion, at any time. Modifications will be effective upon posting. Any use of G4CL, Services and Products after such modification shall constitute acceptance of the modifications in question.

INTRODUCTION

G4CL's FUP for products and services is designed to help protect G4CL's, its Users, and the Internet community in general from fraud, abuse of resources and irresponsible or illegal activities.

Unless provided for specifically within a User agreement, G4CL makes no guarantee regarding, and assumes no liability for, the security and integrity of data or information that Users transmit via G4CL Service or over the Internet, including data information transmitted via any server designated as "secure." G4CL does not monitor, exercise control over, or accept responsibility for the content of information passing through its network. All persons and organisations, including Users, who transmit information over or who publish information that is made accessible through G4CL's network are responsible for the content of the information and for complying with the laws applicable to its publication. We will cooperate with legal authorities in the investigation of suspected criminal or civil violations.

USER RESPONSIBILITIES

All Users are responsible for the activities of their end users and, by accepting service from G4CL, agree to inform their end-users of this FUP or its own Acceptable Fair Use Policy, which must be co-extensive and consistent with this FUP.

PROHIBITED CONDUCT

G4CL's services may only be used for lawful and appropriate purposes. Users must not undertake any activity that has an adverse effect on the G4CL Services or its Users. Users may not transmit, retransmit, redirect, or store material in violation of any relevant laws or regulations, industry or community standards, including, but not limited to, obscenity, indecency, defamatory or material infringing trademarks or copyrights in the originating or destination country or state. Users may not abuse or fraudulently use G4CL products and services, nor allow such use by others. The following illustrate some, but not all, uses that are prohibited under this FUP:

Blacklisting

Behaviour by a User that causes blacklisting must be remedied within 48 hours of written, electronic or telephonic notice from G4CL. Activities that result in re-listing are prohibited and must be stopped immediately. Known spammers, previously unidentified, will be removed from the network once identified.

Child Pornography

It is illegal to possess, produce, receive, transport or distribute by any means, including computer, visual depictions of "sexual intercourse" and/or "sexually explicit conduct" involving persons under the age of 18.

Denial of Service

Engaging in activity that may or will interfere with the service of another user, host or network on the Internet. Users are also prohibited from activity considered a precursor to attempted security violations including, but not limited to, any form of scanning, probing, or other testing or information gathering activity, without prior express written consent from G4CL.

Distribution of Viruses

Distribution of software, programs or messages that may cause damage or annoyance to persons, data, and/or computer systems. Hosts not timely secured or removed by Users may be blocked by G4CL from accessing the network.

Email Spamming

The transmitting of unsolicited email to multiple recipients, sending large amounts of email repeatedly that annoys, harasses or threatens another person or entity, or attempts to use G4CL servers as a mail drop or name server for SPAM or sending unsolicited bulk email from another Internet service provider's network advertising or implicating any service hosted or provided by G4CL.

Facilitating a Violation of this FUP

Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to allow a user to violate this FUP. This includes, but is not limited to, the facilitation of the means to spam, initiation of ping, flooding, mail bombing, denial of service attacks, and piracy of software.

Forging Headers

Forging or misrepresenting a message header of an electronic transmission originating or passing through G4CL's network.

Fraudulent Activities

Fraudulent activities include, but is not limited to, intentional misrepresentations or misleading statements, writings or activities made with the intent that the person receiving it will act upon it; obtaining services with the intent to avoid payment; and hosting of phishing websites.

Inappropriate Content

Using the services to transmit, distribute, redirect, or store material that, as reasonably determined by G4CL, is inappropriate, obscene, defamatory, libellous, threatening, abusive, hateful or which contains or incites violence.

Network Sabotage

Use of G4CL products and services in a manner that interferes with others' use of the Internet or G4CL's network.

Non-email Based Spamming

Posting of messages to newsgroups/blogs/services that are irrelevant, blanket posting of messages to multiple newsgroups/blogs/services, and the posting of annoying, harassing and/or threatening messages. Violation of any rules, policies or charters posted online by any search engine, subscription web service, chat area, bulletin board, webpage, or any other service accessed via the G4CL is prohibited.

Port Scanning Software

Users must not run port-scanning software.

Pyramid Schemes

Use of a fraudulent system of achieving financial gain, which requires an endless stream of recruits for success.

Unauthorised Access

Unauthorised access includes the illegal or unauthorised access to other computers, accounts, or networks; accessing or attempting to access computer resources belonging to another party; attempting to penetrate security measures of other systems; using G4CL services not included in the User's contract; devising ways to circumvent security in order to access unsubscribed services; using the services in a manner that encumbers disk space, processors or other system resources beyond amounts allowed by the specific type of product; and/or interfering with a service, overloading a service or attempting to disable a host not assigned to the User.

Unlawful Acts

Use of G4CL products and services to violate the law or in aid of any unlawful act in the origination or destination country or state.

NETWORK USAGE AND PERFORMANCE

G4CL takes pride in its network performance and to ensure that our Services are fast and reliable these conditions are set to ensure this performance is maintainable for all Users. G4CL's system monitors User bandwidth utilisation in real time and usage on a monthly basis. Where G4CL identifies excessive bandwidth utilisation that is compromising Services, G4CL will contact the User and dynamically restrict bandwidth consumption if the User is unable or unwilling to stop or restrict the excessive use. This gives the User the ability to exceed the fair usage if the User remains within its overall limit in the month, and protects all Users from the impact of excessive bandwidth utilisation by another User. For clarity, this will only apply to Users on unlimited packages as a last resort if, in G4CL's reasonable opinion, excessive usage compromises the Services for other Users, where excessive usage has exceeded the Transfer Limit of 100GB per month.

Over Transfer Limit

Whereby Services are capped by the amount of data you can transfer, upon reaching your limit, unless otherwise agreed in writing, you will be charged a premium for additional data transfer as detailed in the related Service pricing schedule.

Peer-to-Peer Software use

Peer-to-Peer software is now widely used on the Internet and although we do not restrict Users from using the software, we do ask that they do not abuse it. This activity consumes large amounts of data transfer and has an impact on all other clients as it leads to network congestion and slow speeds. Users should also bear in mind that this software easily allows the download of illegal content that we do not allow as described above. Downloading illegal content is now considered as a serious copyright infringement and many copyright holders are taking measures to prosecute. Each individual download can be traced by User IP addresses back to the User's account with G4CL.

Security

Each User is wholly responsible for the set-up and security of the User's equipment and any Internet services that may run on the User's network. In addition, G4CL recommends that Anti-Virus software be installed on relevant equipment with appropriate use of firewalls and encryption. Users must report any disclosure or discovery of usernames and passwords by unauthorised parties to G4CL immediately by calling the G4CL Service Desk.

VIOLATIONS AND ENFORCEMENT

At G4CL's sole and reasonable discretion, violations of any element of this FUP may result in a warning to the offending User followed by suspension or termination of the affected service if the User does not cease the violation. G4CL may immediately suspend or

terminate service with or without notice if G4CL reasonably determines that a violation of the FUP has occurred. G4CL will enforce this FUP according to the severity of the offense and violator's history of prior FUP infringements. Severe and/or repeated offenses will result in immediate termination of service.

If a legal body with a copyright infringement notice approaches G4CL, we may be required by law to release User information.

G4CL is not liable for damages of any nature suffered by any User, end-user or any third party resulting in whole or in part from Global 4 exercising its rights under this FUP. We have no practical ability to monitor all conduct, communications, or content that might violate this FUP prior to its transmission over the G4CL but, where possible and necessary, may do so at its discretion. Therefore, G4CL does not assume liability for others' violations of the FUP or failures to terminate those violations. G4CL reserves the right to assess time and materials charges to resolve User issues that are not resolved by the User in a timely manner.