



CABLE & WIRELESS

Cable & Wireless Diego Garcia 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, voice and other data, online, internet-related and telecommunications services (each, a "Service" and collectively the "Services").

This document defines the Acceptable Use of the Services with a view of ensuring the integrity, security, reliability and privacy of Cable & Wireless network, systems, products, services, server hosting facilities and data contained therein (collectively, the "Cable & Wireless Network").

Cable & Wireless' Customers are solely responsible for the content and messages that they post, distribute or otherwise make available using Cable & Wireless Network and Services. 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>).

For the purposes of this policy, a Customer is defined as any party who purchases a Service from Cable & Wireless.

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 below practices (each, a "Prohibited Activity") constitutes abuse of Cable & Wireless' Services, Network and facilities and interferes with other Service users. Accordingly, these 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. Sending unsolicited commercial messages or communications in any form ("SPAM");
4. 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;
5. 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 worms, viruses and other malicious codes and accessing any device or data without proper authorisation);
 - iii. 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;
 - iv. otherwise degrades or interferes with other users' use of a Service;
 - v. breaches a third party non-disclosure agreement or obligation, or
 - vi. 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.
6. 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 POLICY 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 POLICY BY SUCH CUSTOMER OR CUSTOMER'S END USER.

C. Rights and Remedies

Cable & Wireless may suspend and/or terminate a Customer's Service at any time for any material failure of Customer, its representatives or its users to comply with this policy or for engaging, or permitting others to engage, in a Prohibited Activity as determined by Cable & Wireless, in its reasonable discretion.

Cable & Wireless may deny 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.

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 (i) equal to Cable & Wireless actual expenses incurred in preventing or responding to such activity, or (ii) up to US\$ 500, whichever is greater.

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 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 Acceptable Use Policy limits Cable & Wireless rights and remedies (available at law or in equity) in any way with respect to any Prohibited Activity.

D. Password Protection

Users are responsible for protecting their password and for any authorised or unauthorised use made of their password. You will not 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 finds reasonable, at its sole and absolute discretion.

E. Modification of This Policy

Cable & Wireless reserves the right to change this policy from time to time.

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