

## VODAFONE ACCEPTABLE USE POLICY

### A. General

Vodafone and its affiliates 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 Vodafone network, systems, products, services, server hosting facilities and data contained therein (collectively, the "Vodafone Network").

For the purposes of this Acceptable Use Policy, a Customer is defined as any party who purchases a Service from Vodafone from time to time.

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

### B. Prohibited Activities

It is contrary to Vodafone 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 Vodafone 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 Vodafone 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:
  1. 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);
  2. 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);
  3. 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;
  4. otherwise degrades or interferes with other users' use of a Service;
  5. breaches a third party non-disclosure agreement or obligation, or
  6. 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 Vodafone 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**

Vodafone 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 ISP NAME\_, at its sole and absolute discretion). Vodafone may deny all traffic from known IP address blocks that support indiscriminate port scanning programs (such as ProxyHunter), or any other unlawful activity, for the purpose of preserving the Customer's and Vodafone's system and network resources.

Vodafone reserves the right to, where feasible, implement technical mechanisms to prevent a Prohibited Activity. In addition, Vodafone 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 Vodafone actual expenses incurred in preventing or responding to such activity, or (ii) up to £500 (Five Hundred Pounds Sterling), whichever is greater.

For complaints of SPAM only: In addition to any applicable charges described above, Vodafone reserves the right to charge the Customer the amount set forth under applicable law or if no amount is specified £10.00 (Ten Pounds Sterling) 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 Vodafone's 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 Vodafone's 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 Vodafone's Service to guess passwords or access other systems or networks without written authorisation. In the event a network or network device becomes compromised, Vodafone will assist in the tracking and/or expulsion of said offender on the network level to the extent Vodafone finds 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 Vodafone or by Customer on a customer registration form which has been agreed by Vodafone ("Authorised Personnel") may access the IDCs. Customer shall deliver prior written notice to Vodafone of any changes to 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 Vodafone 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 Vodafone 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 Vodafone and set forth in any guidelines provided by Vodafone to Customer.

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

1. misuse or abuse any Vodafone 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 Vodafone Customer;
3. harass any individual, including Vodafone personnel and representatives of other Vodafone Customers;

4. engage in any activity that is in violation of the law or aids or assists any unlawful activity while on Vodafone 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 Vodafone, (1) place any computer hardware or other equipment in the Customer Area that has not been identified in writing to Vodafone; (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 by the Customer in a Customer Area (the "Customer Equipment") must be clearly labelled with Customer's name (or code name provided in writing to Vodafone) 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 Vodafone) 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 Vodafone 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**

Vodafone reserves the right to change this policy from time to time.

### **I. Scheduled Maintenance**

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