

## ACCEPTABLE USE POLICY

### 1. Acceptable Use Policy

Linxtelecom and Linxdatacenter (hereafter The Linx Group) have formulated this Acceptable Use Policy in order to regulate the responsible use of The Linx Group's network and data center infrastructure, systems, services, web sites and products (referred to as "The Linx Group's Network and Services") by its customers and other external and internal users (collectively referred to as "Customers"), and to enable The Linx Group to provide its Customers with secure and reliable services.

The Linx Group reserves the right to modify this Acceptable Use Policy at any time in its sole and absolute discretion. Changes and modifications will be effective when posted on this website and any use of The Linx Group Network and Services after the posting of any changes will be considered acceptance of those changes.

Customers shall also ensure that their customers behave in accordance with the prohibitions contained in this policy in order that The Linx Group's Network and Services are not adversely affected. Violations of this policy may result in civil or criminal liability. The Linx Group will investigate such violations and may involve, and co-operate with, law enforcement authorities in prosecuting Customers who are involved in or have allowed such violations.

The Linx Group shall not be liable for any damages of any nature suffered by Customer or any third party resulting in whole or in part from The Linx Group's exercise of its rights under this policy.

### 2. General Conduct

The Linx Group's Network and Services are to be used in a manner that is consistent with their intended purposes and must not be used for any unlawful purposes. Customers are not to use The Linx Group's Network and Services in order to receive, transmit, distribute, host or store material:

- (a) that is fraudulent, obscene, defamatory, libellous, threatening, abusive or hateful;
- (b) that violates any applicable law or regulation;
- (c) in a manner that will infringe the copyright, trademark or other intellectual property rights of others;
- (d) in a manner that will infringe the privacy, publicity or other personal rights of others;
- (e) in a manner that will unduly occupy Network and Services resources and facilities;
- (f) in a manner that will deny the availability of Network and Services to others;
- (g) that contains a virus, worm, Trojan horse and/or code that attempts to exploit programming flaws in operating systems and software programs, or in general any other harmful component;
- (h) that contains fraudulent offers for goods or services;
- (i) that contains any promotional materials that contain false, deceptive or misleading statements, claims or representations; or
- (j) generally, in a manner that may expose The Linx Group or any of its personnel to criminal or civil liability.

### **3. Responsibility for Content**

The Linx Group takes no responsibility for any material created or accessible on or through The Linx Group's Networks and Services that is not posted by or at the request of The Linx Group. The Linx Group does not monitor nor exercise any editorial control over such material, but reserves the right to do so to the extent permitted by applicable law. The Linx Group is not responsible for the content of any web sites other than The Linx Group's web sites, including for the content of web sites hyperlinked to such The Linx Group's web sites.

### **4. Unsolicited Messages**

Customers are not to send unsolicited e-mail messages, including, without limitation, bulk commercial advertising or informational announcements ("Spam") in a way that could be reasonably expected to adversely impact The Linx Group's Network and Services, including, without limitation, using an e-mail account on The Linx Group's Network to send Spam, or using the service of another provider to send Spam or to promote a site hosted on or connected to The Linx Group's Network.

In addition, Customers may not use The Linx Group's Network and Services in order to:

- (a) send e-mail messages which are excessive and/ or intended to harass or annoy others;
- (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them;
- (c) send e-mail with forged header information and/or content;
- (d) send malicious e-mail; or
- (e) send or receive e-mail messages in a manner that violates the use policies of any other internet service provider.

### **5. Third Party Rules**

Through The Linx Group's Network and Services Customers may have access to the Internet (World Wide Web), search engines, subscription web services, chat areas, Internet fora, bulletin boards, web pages, Usenet, or other services that promulgate rules, guidelines or agreements to govern their use. Customers must adhere to any such rules, guidelines and agreements.

### **6. System and Network Security**

Customers are prohibited from violating or attempting to violate the security of The Linx Group's Network and Services, including, without limitation:

- (a) accessing data not intended for such Customer or logging into a server or account which such Customer is not authorised to access;
- (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation;
- (c) attempting to interfere with, disrupt or disable service to any Customer, host or network;

- (d) sending any data with forged header information; or
- (e) taking any action in order to obtain services to which such Customer is not entitled.

Customers are to protect their networks and servers against known information security risks according to current best practices, including but not limited to from being used by others as instruments in any kind of attacks.

Customers are to cooperate fully with The Linx Group in the prevention, detection and resolution of any information security incidents.

## **7. Suspension; Termination; Disciplinary Action**

Any Customer which The Linx Group determines, in its sole discretion, to have violated any element of this Acceptable Use Policy shall receive a written warning and may be subject to a temporary suspension of service. However, where The Linx Group deems it necessary, it may immediately suspend or terminate such Customer's service without first issuing such a warning. Customers who have already received such warning and thereafter commit a second violation shall be subject to immediate suspension or termination of service without further notice and The Linx Group may take further action to eliminate or preclude such violation.

In case of a violation of any element of this Acceptable Use Policy by an internal user of The Linx Group such as an employee, consultant, etc., he/she will be subject to The Linx Group's disciplinary procedure.