

Acceptable Use Policy, IP and Internet Services

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1 OVERVIEW AND SCOPE:

MainOne's Acceptable Use Policy ("AUP"), is designed to protect MainOne's networks, services, customers and users as well as other internet users from the improper, illegal, unacceptable and/or prohibited use of MainOne's networks, services, systems or equipment. For the purposes of this AUP, the following terms shall have the meanings ascribed to them below: (i)"Customer" means the MainOne's customers to whom MainOne has agreed to provide the MainOne Services; (ii)"MainOne" means MainOne Cable Company Limited and its subsidiaries or affiliates; (iii)"MainOne Services" means the IP and related services provided by MainOne to its customers as set out in the Master Service Agreement (MSA) entered into between MainOne and the Customer or any part thereof. Capitalized terms not defined herein shall have the meanings given to them in the MSA. The AUP forms an integral part of the agreement between MainOne and its Customers. All Customers are responsible for reviewing and complying with the terms and content of this AUP and by accessing and using the MainOne Services, each Customer acknowledges that it has read, understood and agrees to be bound by the AUP. Where a Customer provides services to its own customers or other end users (the "End User"), the Customer is responsible for, and must take all reasonable steps to ensure that the End User is aware of, and complies with this AUP. For the purposes of this requirement, End users shall include the Customer's own customers, employees, agents and third parties to whom the Customer makes the MainOne Services available. A breach of this AUP by an End User who obtains access to the MainOne Services through a Customer will be considered to be a breach of this AUP by that Customer.

2 UNACCEPTABLE USE OF THE MAINONE SERVICES:

The following activities and uses of the MainOne Services, networks, equipment, systems or data are defined by MainOne as expressly prohibited and are unacceptable uses of the MainOne Services. The prohibited and unacceptable uses listed below are non-exhaustive and intended as for guidance only.

- 2.1the transmission, storage or distribution of any material or content where such action would violate any applicable law or regulation or acceptable use policy of any network or system accessed through MainOne's network; or that infringes on the intellectual property rights of MainOne or violates the privacy of others; or that materially affects the quality of MainOne Services or other telecommunications services provided by MainOne.
- 2.2the creation or transmission (other than for properly supervised and lawful research purposes) of any offensive, obscene or indecent images, data or other material, or any data capable of being resolved into obscene or indecent images or material.
- 2.3falsifying network packets, particularly of TCP/IP header information, or user identification information;
- 2.4dispatching unwanted commercial advertising using personal or corporate e-mail addresses, SMS (Short Message Service), e-mail lists or Usenet discussion groups;
- 2.5unauthorized use of another party's mail server as a relay without prior consent from its owner;
- 2.6the unauthorized or attempted unauthorized use of any computers, machines or networks;
- 2.7deliberately overloading other party's network or systems with a view of impairing such system or network or attempting to interfere with or denying service to any user or host (e.g. denial of service attacks and/or DNS spoofing attacks);
- 2.8introduction of malicious programs (such as viruses, worms etc.) into the network or System;
- 2.9scanning the networks of others for vulnerabilities without authorization;
- 2.10executing any form of network monitoring (e.g. using a packet sniffer) or otherwise engaging in any monitoring or interception of data not

intended for the Customer without authorization; 2.11simulating communications from and/or the website or other service of another entity in order to collect identity information, authentication credentials, or other information from the legitimate users of that entity's service (phishing); 2.12furnishing false or incorrect data on the signup form.

CONSEQUENCES OF VIOLATION OF THIS AUP:

While MainOne is not obligated to monitor the Customer's use of the MainOne Services, MainOne reserves the right to monitor the Customer's use of the MainOne Services and shall have the absolute discretion in determining whether a Customer's activities are in violation of this AUP. Where the Customer is determined to be in violation of this AUP, MainOne shall have the right, at its sole discretion to suspend the use by the Customer of the MainOne Services providing prior notice to the Customer in writing to afford the Customer the opportunity of remedying the activity in violation. Where the Customer fails or neglects to remedy the said activity within the cure period specified in the notice to the Customer, MainOne shall suspend the Customer's use of the MainOne Service. Where the activity or use constituting a violation of this AUP is such as to constitute an immediate and material breach threat to the security and integrity of MainOne's network or system, MainOne may suspend the use by the Customer of the MainOne Service without notice to the Customer and shall subsequently or at the same time as the suspension provide the Customer with notice of the service suspension. MainOne may suspend the Customer's use of the MainOne Services for a duration as is reasonably necessary for MainOne to protect its network, systems, and other Customers and until such time as the unacceptable use by the Customer has ceased and the Customer has provided an undertaking, in writing in a form and content satisfactory to MainOne, that it shall ensure that such unacceptable use of the MainOne Service does not re-occur. Each Customer is responsible for the activities of its End Users, and agrees and acknowledges that the violation of this AUP by its End User shall be deemed to be a violation by the Customer. The above provisions notwithstanding, MainOne reserves the right of further action against a Customer in violation of this AUP including the blocking of access to particular services, content or systems or termination of the Customer's use of the MainOne Services.

INDEMNITY:

The customer agrees to indemnify, defend and hold MainOne, its officers, directors, shareholders, employees, agents, licensors, subsidiaries and affiliates harmless from and against any and all claims, actions, demands, liabilities, losses, damages, expenses and costs, including attorneys' fees, arising out of or relating to the Customer's use of the MainOne Services, including any violations of this AUP, misuse of the MainOne Services or infringement of intellectual property rights.

CHANGES TO THE AUP:

MainOne reserves the right to make changes to this AUP at any time without prior notice, effective upon posting such changes on its web site at www.mainone.net

DISCLAIMER:

MainOne is not obligated and does not intend to monitor or control content sent or received by Customers using the MainOne Services and therefore accepts no responsibility or liability to

Customers or any other person for the content of any communications transmitted over the MainOne Network or via the MainOne Services. Notwithstanding the above, MainOne reserves the right to remove or edit any content it deems to be in breach of this AUP, or which is otherwise offensive or harmful. MainOne shall in no event be liable to any Customer or End User or other third party for any direct, indirect, special or consequential damages for actions taken pursuant to this AUP, including, but not limited to, any lost profits, business interruption, loss of programs or other data, or otherwise.