

## Acceptable Use Policy

Ximbo Internet Limited (Ximbo)'s Acceptable Use Policy ("AUP") is provided to give our customers and users a clear understanding of what Ximbo expects of them while using the service. All users of Ximbo's Internet services: those who access some of our Services but do not have accounts, as well as those who pay a service fee to subscribe to the Services, must comply with this AUP and our T&C (Terms and Conditions).

Use of Ximbo service constitutes acceptance and agreement to Ximbo's AUP as well as Ximbo's T&C (Terms and Conditions).

The customer understands, acknowledges and agrees that Ximbo may revise policies, agreements and notices at any time without notice and that he or she shall be bound by the policies, agreements and notices as currently posted on the Ximbo web site which as a whole shall constitute Ximbo's Acceptable Use Agreement.

We support the uncensored flow of information and ideas over the Internet and do not actively monitor subscriber activity under normal circumstances. Similarly, we do not exercise editorial control over the content of any web site, e-mail transmission, newsgroups, or other material created or accessible over or through the services, except for certain proprietary web sites. However, in accordance with our T&C (Terms and Conditions), we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. Ximbo may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. Your violation of this AUP may result in the suspension or immediate termination of either your Ximbo account or other actions.

This document is intended to provide a basic understand of Ximbo's Acceptable Use Policy. The following are guidelines for the establishment and enforcement of Ximbo's AUP:

1. Ensure reliable service to our customers
2. Ensure security and privacy of our systems and network, as well as the networks and systems of others
3. Comply with existing laws
4. Maintain our reputation as a responsible service provider
5. Encourage responsible use of the Internet and discourage activities which reduce the usability and value of Internet services
6. Preserve the value of Internet resources as a conduit for free expression and exchange of information
7. Preserve the privacy and security of individual users

Ximbo intends to provide its customers access to everything the Internet has to offer. While Ximbo is firmly committed to the principles of free speech, certain activities that may be damaging to the resources of both Ximbo and the Internet and cannot be permitted under the guise of free speech. The resources of Ximbo and the Internet are limited, and abuse of these resources by one user has a negative impact on the entire community.

We do not routinely monitor the activity of accounts except for measurements of system utilization and the preparation of billing records. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our service.

You may not use your server to publish material, which Ximbo determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.

If a Ximbo account is used to violate the Acceptable Use Policy or our T&C, we reserve the right to terminate your service without notice. We prefer to advise customers of inappropriate behavior and any necessary corrective action; however, flagrant violations of the Acceptable Use Policy will result in immediate termination

of service. Our failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time.

As a member of our network community, you must use your Internet access responsibly.

## **VIOLATIONS OF Ximbo ACCEPTABLE USE POLICY**

The following constitute violations of this AUP:

### **1. Illegal use:**

Ximbo's services may not be used for illegal purposes, or in support of illegal activities. Ximbo reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.

### **2. Harm to minors:**

Use of the Ximbo service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography.

### **3. Threats:**

Use of the Ximbo service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.

### **4. Harassment:**

Use of the Ximbo service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.

### **5. Fraudulent activity:**

Use of Ximbo service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," and "chain letters."

### **6. Forgery or impersonation:**

Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.

### **7. Spam, Junk E-mail or Mass Mailing:**

Use of the Ximbo service to transmit any spam, Junk-mail and unsolicited mass mail is solely prohibited. Violations of this type will result in the immediate termination of the offending Ximbo account.

Spam, Junk-mail and mass mailing are defined as: the sending of the same, or substantially similar, unsolicited electronic mail messages, whether commercial or not, to more than one recipient. A message is considered unsolicited if it is posted in violation of a newsgroup charter or if it is sent to a recipient who has not requested or invited the message. This also includes e-mail with forged

headers, compromised mail server relays, and false contact information. This prohibition extends to the sending of unsolicited mass mailings from another service, which in any way implicates the use of Ximbo's services whether or not the message actually originated from our network.

Ximbo's mass mailing policy also applies to mailing lists, list servers, or mailing services you may be in contact with. The policy is stated as follows: An acceptable mailing list will be focused at a targeted audience that has voluntarily signed up for your e-mail information or that has made their e-mail address available for distribution of information from you. The list must also allow for automatic removal by the recipient using a system accessible on the World Wide Web and the method of removal should be stated clearly in all the email messages.

#### **IMPORTANT NOTICE:**

Anyone hosting web sites or services on their server that support spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their server immediately removed from our network. The server will not be reconnected until such time that you agree to remove ANY and ALL traces of the offending material immediately upon reconnection and agree to allow us access to the server to confirm that all material has been COMPLETELY removed. Severe violations may result in immediate and permanent removal of the server from our network without notice to the customer. Any server guilty of a second violation WILL be immediately and permanently removed from our network without notice.

#### **8. E-mail / News Bombing:**

Malicious intent to impede another person's use of electronic mail services or news will result in the immediate termination of the offending Ximbo account.

#### **9. E-mail / Message Forging:**

Forging any message header, in part or whole, of any electronic transmission, originating or passing through the Ximbo service is in violation of this AUP.

#### **10. Usenet Spamming:**

Ximbo has a zero tolerance policy for the use of its network for the posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any newsgroups or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.

#### **11. Unauthorized access:**

Use of the Ximbo service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Ximbo's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending Ximbo account is subject to immediate termination.

#### **12. Copyright or trademark infringement:**

Use of the Ximbo service to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

#### **13. Collection of personal data:**

Use of the Ximbo service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

#### **14. IRC:**

Use of IRC or IRC bots or clonebots is not allowed. An IRC bot is a program which runs and is connected to an IRC server 24 hours a day, automatically performing certain actions.

#### **15. Network disruptions and unfriendly activity:**

Use of the Ximbo service for any activity which affects the ability of other people or systems to use Ximbo Services or the Internet. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Subscriber may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner. Unauthorized entry and/or use of another company and/or individual's computer system will result in immediate account termination. Ximbo will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.

#### **16. Fraud:**

Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.

#### **17. Infringement**

of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right Distribution and/or posting of copyrighted or the aforementioned infringements will not be tolerated.

#### **18. Distribution of Viruses:**

Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offense will result in the immediate termination of the offending account.

#### **19. Inappropriate Use of Software:**

Use of software or any device that would facilitate a continued connection, i.e. pinging, while using Ximbo services could result in suspension service.

#### **20. Third Party Accountability:**

Ximbo subscribers will be held responsible and accountable for any activity by third parties, using their account, that violates guidelines created within the Acceptable Use Policy.

You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Your password provides access to your account. It is your responsibility to keep your password secure.

Sharing your password and account access with unauthorized users is prohibited. You should take care to prevent others from using your account since you will be held responsible for such use.

Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service.

You must adopt adequate security measures to prevent or minimize unauthorized use of your account.

You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

You may not attempt to interfere with service to any user, host or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

Users who violate systems or network security may incur criminal or civil liability. Ximbo will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

## **21. P2P File Sharing**

Nothing such as Kazza or any P2P system may be used on any of our services. Provision of such services will result in instant termination of your account without refund.

## **22. No Very High CPU Usage Programs Allowed**

## **23. No DDOS**

If you are DoS'ed we reserve the right to suspend your account to limit the attack. If you are found to have caused the DDOS your account may be suspended or cancelled.

## **24. No Warez**

## **25. No provision of free email services**

## **26. No provision of shell accounts**

## **27. Network Performance**

Ximbo accounts operate on shared resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network

resources in a manner which impairs network performance is prohibited by this policy and may result in termination of your account.

You are prohibited from excessive consumption of resources, including CPU time, memory, disk space and session time. You may not use resource-intensive programs which negatively impact other customers or the performances of Ximbo systems or networks. Ximbo reserves the right to terminate or limit such activities.

#### **REVISIONS TO THIS ACCEPTABLE USE POLICY**

Ximbo reserves the right to revise, amend, or modify this AUP and our other policies and agreements at any time and in any manner.