



ACCEPTABLE USE POLICY

1 Definition

- (a) "The Services" - any services supplied by Goldthorn Services Limited.
- (b) "The Company" - Goldthorn Services Limited.
- (c) "The Client" - any purchaser of The Services or the holder of any licence to use The Services.
- (d) "Users" - The Client or their agents and/or employees.
- (e) "These Conditions" - these terms and conditions.
- (f) "general Terms and Conditions" - the general terms and conditions of sale of The Company.
- (g) "Minimum Service Period" - a period of Twelve (12) Calendar Months from the date of supply of The Services.
- (h) "Intermip" and "Intermip.net" are trading styles of Goldthorn Services Limited

2 General

- (a) This policy is designed to help protect The Company, our clients and the Internet community in general from irresponsible, inappropriate or, in some cases, illegal activities. It is responsibility of The Client to check The Company Web page for updates or modifications of this Acceptable Use Policy and the general Terms and Conditions of sale.
- (b) The Client shall not, nor shall they permit or assist others who may or may not have authorised access to The Services supplied to The Client, to abuse or fraudulently use The Companies facilities, products and/or services, including but not limited to engaging in the following activities:
 - i. Obtaining or attempting to obtain unauthorised access to any account or computer resource not belonging to that user (i.e., spoofing).
 - ii. Obtaining or attempting to obtain service by any means or device with the intent of avoiding payment.
 - iii. Engaging in unauthorised access, alteration, destruction or any attempt thereof, of any information belonging to any Client or end-user by any means or device.
 - iv. Knowingly engaging in any activity that will cause a denial-of-service (e.g.,



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synchronized number-sequence attacks) to any Client or end-user.

- v. Using the Companies products and/or services to interfere with service to any user, host or network, including but not limited to flooding networks, deliberately attempting to overload a service and/or attempting to crash a host.
- vi. Using any kind of program, script or command, or sending messages of any kind, that are designed to or that cause any other party to interfere with a user's terminal session, regardless of means, whether locally or via the Internet.
- vii. Transmitting on or through any of The Services supplied by The Company any material that is unlawful, obscene, harassing, threatening, abusive, libellous or hateful, or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, national or international law, including but not limited to direct or indirect threats of physical harm or the transmission or display of child pornography.
- viii. Transmitting, distributing, or storing any information, data or material in violation of International regulation or law; common law; or the laws and regulations of any jurisdiction in which The Company does business and/or the violation emanates, is received and/or occurs, including but not limited to material protected by copyright, trademark, trade secret or any other proprietary-rights statute. Examples of such might include posting, uploading or otherwise distributing copyrighted material without the consent of the copyright holder, except when pursuant to the Fair Use Doctrine.
- ix. Violating the personal-privacy rights of others, including but not limited to collecting and distributing information about Internet users without their permission, except as permitted by applicable law.
- x. Intentionally omitting, deleting, forging or misrepresenting transmission information, including but not limited to headers, return-address information and IP addresses, or taking any other action intended to cloak the identity or contact information of The Client or it's Users.
- xi. Directly or indirectly violating International laws and regulations; or the laws and regulations of any jurisdiction in which The Company does business and/or from which the violation emanates, is received and/or occurs; or export-control laws, including but not limited to those applying to software and/or technical information.



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xii. Storing and/or distributing security-breaching materials and/or tools, including but not limited to programs containing viruses or "Trojan horses," tools to compromise the security of other sites, tools to collect e-mail addresses for use in sending bulk e-mail and/or tools used to send bulk mail.

3 E-Mail.

(a) Users may not send unsolicited e-mail messages (i.e., not explicitly requested by the recipient), whether or not the practice causes complaints from recipients, including, without limitation, bulk commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious tracts ("SPAM"), in a way that could be expected to adversely impact The Company, including, without limitation, using an e-mail account on or through The Company 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 Company network, either directly or indirectly.

(b) Users may not use the The Company network to:

- i. Send e-mail messages that are excessive and/or intended to harass or annoy others, especially if the recipient has made a request to cease and desist.
- ii. Use the account to collect responses from unsolicited bulk or commercial e-mail sent from accounts with other providers.
- iii. Forward or otherwise propagate chain letters, whether or not such messages solicit money or other items of value, and whether or not the recipient wishes to receive such mailings.
- iv. Continue to send e-mail messages to a recipient who has indicated that he/she does not wish to receive them.
- v. Send e-mail with forged or missing header information.
- vi. Engage in "mailbombing" (sending large quantities of unwanted or unsolicited e-mail to individual e-mail accounts or copies of a single message to many e-mail accounts) and/or send or receive e-mail messages in a manner that violates the use policies of the recipient's Internet Service Provider.



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4 Inappropriate Software, Products and Services.

(a) The Client may not transmit, promote or otherwise make available any software product or service that is either illegal or designed to violate this policy. Such software products or services include but are not limited to programs designed to send unsolicited advertisements (i.e., "spamware"), services that send unsolicited advertisements, programs designed to initiate "denial-of-service" attacks, "mailbomb" programs, and/or programs designed to gain unauthorised access to networks on the Internet ("malware").

5 Security

(b) The Client is solely responsible for any misuse of their account, even if the offending act or conduct was committed by, results from or arises from the act, omission or behaviour of someone other than The Client. The Client must take the necessary precautions to protect from unauthorised access to and use of their accounts. The Company recommends using passwords (which themselves must be kept secure) containing at least eight characters, which should combine upper and lower case letters and numbers and SHOULD NOT CONTAIN or be based on any word or personal information (i.e., birth date, social security numbers, etc.). The Client may not:

- i. Share password and account access information with unauthorised users.
- ii. Use or attempt to use an account to breach the security of another account or attempt to gain unauthorised access to another network or server.
- iii. Attempt to obtain another user's account password.
- iv. Attempt to circumvent the authentication mechanism or security of any host, network or account (cracking), including but not limited to accessing data not intended for the user, logging into or making use of a server or account not expressly authorised for the user or accessing or probing the security of other networks.



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- v. Use or distribute tools designed for compromising security, including by not limited to password-guessing programs, cracking tools or network-probing tools and/or attempt to interfere with service to any user, host or network (denial-of-service attacks), including but not limited to flooding of networks, deliberate attempts to overload a service and attempting to crash a host.

6 Violations and Remedies

- (a) **WARNING:** - Users who violate systems or network security may incur criminal or civil liability. The Company will cooperate fully with all investigations of violations of systems or network security at The Companies and/or other sites, including but not limited to cooperation with law enforcement authorities in the investigation of criminal violations.
- (b) The Company reserves the right to suspend or terminate the account, or any part thereof, if The Client, in the judgement of The Company, fails to abide by the policies contained herein. In addition, The Company may take such equitable actions as it deems appropriate and may seek legal remedies for any damages it may incur as a result of any violation of this Policy or attempted misuse or abuse of The Company network facilities, products and services.

7 Client Responsibilities

- (a) The Client is responsible for the activities of its subordinate customer base and/or end-users and, by accepting service from The Company, agrees to ensure that its customers abide by this Policy. Complaints about the customers or end-users of a Client will be forwarded to The Client's nominated contact for action. If activity in violation of this Policy continues, then the products and services of The Client may be subject to suspension, termination or other action, without notice, as The Company in its sole discretion deems appropriate. It is The Client's responsibility to check The Company's Web page for updates or modifications of the Acceptable Use Policy. The Company reserves the right to modify the Acceptable Use Policy and the general Terms and Conditions of Sale at any time without notice.



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8 Indemnification

(a) Clients will defend, indemnify and hold The Company and its affiliates harmless from any and all liabilities, costs and expenses, including reasonable legal fees, related to any violation of the Acceptable Use Policy by The Client or users of The Client's account, or in connection with the use of service or the Internet, or the placement or transmission of any message, information, software, or other materials on the Internet by The Client or users of The Client's account.

9 Monitoring Obligations

(a) Clients acknowledge that The Company has no obligation to monitor services in any way unless otherwise specified by contract, but that The Company has a right to monitor the service from time to time and to disclose any information as necessary to satisfy any law, regulation, ordinance or other government request, to operate the service properly, or to protect itself or its subscribers.

(b) The Company shall not intentionally monitor or disclose any private e-mail message unless required by law.

(c) The Company reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable or in violation of this Policy.



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10 Suspension and Termination

- (a) The Company may terminate this agreement and the Service or may suspend all or a part of the Service by immediate notice, if you are in breach of any of the terms of this agreement. Any email and webspace data and your email addresses will be deleted and we regret that we will be unable to retrieve this data. The Company reserves the right to charge a reconnection fee following suspension of services.
- (b) The Company may otherwise terminate this agreement without notice if it deems, in its sole discretion, such termination necessary.
- (c) You may terminate all or any of the Services, at any time after the Minimum Service Period, subject to the Minimum Cancellation (30 Days) Notice Period. Should you wish to terminate a Service in accordance with this Clause, you must, give written notice to the Company at its registered office. Where you terminate within the Minimum Service Period you will be liable to pay the Charges due in respect of that Minimum Service Period.
- (d) The Client agrees to indemnify The Company against any legal action or costs that may be incurred by The Company as a direct or indirect result of The Client's actions or omissions.