



## Acceptable Use Policy, IP and Internet Service

NGCOM Acceptable Use Policy (“AUP”) is designed to protect Ngcom’s network, services, customers and users as well as other internet users from the improper, illegal, unacceptable and/or prohibited use of Ngcom’s network, services, systems or equipment.

### **1. UNACCEPTABLE USE OF THE NGCOM SERVICES:**

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

- 1.0 The 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 Ngcom’s network; or that infringes on the intellectual property rights of Ngcom or violates the privacy of others; or that materially affects the quality of Ngcom Services or other telecommunications services provided by NGCOM.
- 1.1 The 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.
- 1.2 Falsifying network packets, particularly of TCP/IP header information, or user identification information;
- 1.3 Dispatching unwanted commercial advertising using personal or corporate e-mail addresses, SMS (Short Message Service), e-mail lists or Usenet discussion groups;
- 1.4 Unauthorized use of another party’s mail server as a relay without prior consent from its owner;
- 1.5 The unauthorized or attempted unauthorized use of any computers, machines or networks;
- 1.6 Deliberately 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);
- 1.7 Introduction of malicious programs (such as viruses, worms etc.) into the network or System;
- 1.8 Scanning the networks of others for vulnerabilities without authorization;



- 1.9 Executing 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;
- 1.10 Simulating 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);
- 1.11 Furnishing false or incorrect data on the signup form.

## **2.0 CONSEQUENCES OF VIOLATION OF THIS AUP:**

- 2.1 While Ngcom is not obligated to monitor the Customer's use of the Ngcom Services, Ngcom reserves the right to monitor the Customer's use of the Ngcom Services and shall have the absolute discretion in determining whether a Customer's activities are in violation of this AUP.
- 2.2 Where the Customer is determined to be in violation of this AUP, Ngcom shall have the right, at its sole discretion to suspend the use by the Customer of the Ngcom Services, by providing prior notice to the Customer in writing to afford the Customer the opportunity of remedying the activity in violation.
- 2.3 Where the Customer fails or neglects to remedy the said activity within the cure period specified in the notice to the Customer, Ngcom shall suspend the Customer's use of the Ngcom Service.
- 2.4 Where the activity or use constituting a violation of this AUP is such as to constitute an immediate and material breach or threat to the security and integrity of Ngcom's network or system, Ngcom may suspend the use by the Customer of the Ngcom 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.
- 2.5 Ngcom may suspend the Customer's use of **Ngcom** Services for a duration as is reasonably necessary for Ngcom to restore or 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 Ngcom, that it shall ensure that such unacceptable use of the Ngcom Service does not re-occur.
- 2.6 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, Ngcom 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 Ngcom Services.



### **3.0 INDEMNITY**

The customer agrees to indemnify, defend and hold Ngcom, 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 Ngcom Services, including any violations of this AUP, misuse of the Ngcom Services or infringement of intellectual property rights

### **4.0 CHANGES TO THE AUP**

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

### **5.0 DISCLAIMER**

Ngcom is not obligated and does not intend to monitor or control content sent or received by Customers using the Ngcom Services and therefore accepts no responsibility or liability to Customers or any other person for the content of any communications transmitted over the Customer Network via the Ngcom Services. Notwithstanding the above, Ngcom 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. Ngcom 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