

1. Acceptable Use Policy

Linxtelecom has formulated this Acceptable Use Policy in order to stimulate the responsible use of Linxtelecom's networks, systems, services, web sites and products (referred to as "Linxtelecom's Network and Services") by its customers and other users (collectively referred to as "Customers"), and to enable Linxtelecom to provide its Customers with secure and reliable services.

Linxtelecom 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 web site and any use of the Linxtelecom Network and Services after the posting of any changes will be considered acceptance of those changes.

2. General Conduct

Linxtelecom'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 Linxtelecom's Network and Services in order to transmit, distribute 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) 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) contains fraudulent offers for goods or services
- (i) contains any promotional materials that contain false, deceptive or misleading statements, claims or representations or
- (j) generally, in a manner that may expose Linxtelecom or any of its personnel to criminal or civil liability.

3. Responsibility for Content

Linxtelecom takes no responsibility for any material created or accessible on or through Linxtelecom's Networks and Services that is not posted by or at the request of Linxtelecom. Linxtelecom 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.

Linxtelecom is not responsible for the content of any web sites other than Linxtelecom's web sites, including for the content of web sites hyperlinked to such Linxtelecom's web sites. Hyperlinks are provided as Internet navigation tools only.

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 Linxtelecom's Network and Services, including, without limitation, using an e-mail account on Linxtelecom'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 Linxtelecom's Network.

In addition, Customers may not use Linxtelecom'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 TCP/IP packet header information;
- (d) send malicious e-mail;
- (e) send or receive e-mail messages in a manner that violates the use policies of any other internet service provider;
or
- (f) use an e-mail box exclusively as a storage space for data.

5. Third Party Rules

Customers may have access through Linxtelecom's Network and Services to the Internet (World Wide Web), search engines, subscription web services, chat areas, 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 Linxtelecom'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) forging any TCP/IP packet header or any part of the header information in any e-mail; 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 from being used by others as instruments in Distributed Denial of Service (DDOS) attacks.

Violations of system or network security may result in civil or criminal liability. Linxtelecom will investigate occurrences that may involve such violations and may involve, and co-operate with, law enforcement authorities in prosecuting Customers who are involved in or have allowed such violations.

7. Suspension; Termination

Any Customer which Linxtelecom 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 Linxtelecom deems it necessary, it may immediately suspend or terminate such Customer's service without issuing such a warning. Customers who have committed a second violation shall be subject to immediate suspension or termination of service without further notice and Linxtelecom may take further action to eliminate or preclude such violation. Linxtelecom shall not be liable for any damages of any nature suffered by Customer or any third party resulting in whole or in part from Linxtelecom's exercise of its rights under these policies.