

## ACCEPTABLE USE POLICY

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### Policies Regarding Acceptable Use

Wi-Manx Limited ('Wi-Manx') access service policies ('Policies') as set forth below, define acceptable practices while using Wi-Manx Services (the 'Service'). By using the Service, you acknowledge that you have read, understood and agree to abide by the Policies. In addition, you acknowledge that you will be responsible for violations of these Policies by third parties that have gained access to the Service through your account. While it is not our intent to control or monitor your online experience or the content of your online communications, we may edit or remove content (where we are able) or request removal of online communication or content that we deem to be in violation of the Policies, the AUP, law or applicable regulation or that we otherwise deem harmful or offensive. The Policies apply to all aspects of the Service, including VoIP, email, USENET postings, chatting and browsing.

### General

These Policies are designed to assist in protecting the Service, our customers and the Internet community as a whole from improper and/or illegal activity over the Internet. You are generally expected to behave in a reasonable fashion and to adhere to commonly accepted practices of the Internet community.

For the most part, simply exercising good judgment and common sense while using the Service should enable you to remain within the purview of acceptable conduct as further described in these Policies. The categories listed below are intended merely to serve as guidelines regarding appropriate and inappropriate conduct; the list is by no means exhaustive and should not be interpreted as such.

### Rights of Wi-Manx

If you engage in conduct while using the Service that is in violation of the Policies or is otherwise illegal or improper, we reserve the right to suspend and possibly terminate your access to the Service. In most cases, we will attempt to notify you of any activity in violation of the Policies and request that you cease such activity; however, in cases where the viability of any network is threatened or cases involving UCE/SPAM, mail relaying, alteration of your source IP address information, denial of service attacks, illegal activities, harassment or copyright infringement, and we are unable to contact you, we reserve the right to suspend your service without notification. In addition, we may take any other appropriate action, legal or otherwise, against you for violations of the Policies, which may include termination of your Service. We do not make any promise, nor do we have any obligation, to monitor or police activity occurring via the Service and will have no liability to any party, including you, for any violation of the Policies.

### Unauthorised Access/Interference

You may not attempt to gain unauthorised access to, or attempt to interfere with or compromise the normal functioning, operation or security of any network, system, computing facility, equipment, data or information. You may not use the Service to engage in any activities that may interfere with the ability of others to access or use the Service or the Internet. You may not use the Service to monitor any data, information or communications on any network or system without authorisation. You may not attempt to gain unauthorised access to the user accounts or passwords of other users.

### UCE/UBE/Spamming/Mailbombing

You may not use the Service to transmit large volumes of unsolicited commercial or business email messages or deliberately send very large attachments unsolicited to one recipient. Any unsolicited commercial email messages or a series of unsolicited commercial email messages or large attachments sent to one recipient, constitutes Unsolicited Commercial Email 'UCE' and is prohibited. In addition, mass mailing of one or more messages in a manner likely to cause annoyance or offence to any recipient which constitutes 'spamming' or the sending of one or more messages to one or more recipients which may have a detrimental effect on their computer system which constitutes 'mailbombing' is also prohibited. Likewise, you may not use the Service to collect responses from mass unsolicited email messages.

### Spoofing/Fraud

You may not attempt to send email messages or transmit any electronic communications using a name or address of someone other than yourself for purposes of deception. Any attempt to impersonate someone else by altering your source IP address information or by using forged headers or other identifying information is prohibited. Any attempt to fraudulently conceal, forge or otherwise falsify your identity in connection with your use of the Service is prohibited.

### **Email Relay / Open Proxy**

Any use of another party's electronic mail server to relay email without express permission from such other party is prohibited. The use of an open proxy server (a machine which accepts connections from unauthorized users which forwards requests outside of the network) is also prohibited.

Hosting a mailserv which is deemed an open relay or used to transmit spam/unsolicited email is prohibited.

### **USENET Postings**

All postings to USENET groups must comply with that group's charter and other policies. You are prohibited from cross posting to unrelated news groups or to any news groups where the post does not meet that groups' charter. Continued posting of off-topic messages, including commercial messages (unless specifically invited by charter), is prohibited.

### **Illegal Activity**

You agree to use the Service only for lawful purposes. Use of the Service for transmission, distribution, retrieval or storage of any information, data or other material in violation of any applicable law or regulation (including, where applicable any tariff or treaty) is prohibited. This includes, without limitation, the use or transmission of any data or material protected by copyright, trademark, trade secret, patent or other intellectual property right without proper authorisation and the transmission of any material that constitutes an illegal threat, violates export control laws or is obscene, defamatory or otherwise unlawful.

Material which is legal in this country may be illegal in another and vice versa.

Use of the Service for unlawful purposes could result in immediate termination of service without notification, legal action, fine or imprisonment.

### **Other Prohibited Activities**

The following activities are also prohibited:

- Attempting to intercept, redirect or otherwise interfere with communications intended for others. Intentionally transmitting files containing a computer virus or corrupted data.

- Distributed Denial of Service Attacks (DDoS) is strictly prohibited and constitutes any activity designed to prevent a host on the internet making full use of its facilities.

- Using the Service to threaten, harass, stalk, abuse or otherwise violate the legal rights of others.

Any other inappropriate activity or abuse of the Service (as determined by us in our sole reasonable discretion), whether or not specifically listed in these Policies, may result in suspension or termination of your access to and use of the Service.

### **Co-operation with Investigations**

We will co-operate with appropriate law enforcement agencies and other parties involved in investigating claims of illegal or inappropriate activity.

### **Privacy**

Because the Internet is an inherently open and insecure means of communication, any data or information you transmit over the Internet may be susceptible to interception and alteration. We make no guarantee regarding, and assume no liability for, the security and integrity of any data or information you transmit via the Service or over the Internet, including any data or information transmitted via any server designated as 'secure'.

### **Modifications**

We reserve the right to modify these Policies from time-to-time in our sole discretion. We will notify you of any such modifications either via email or by posting a revised copy of the Policies on our website.

### **Excessive Usage**

If we have specified bandwidth, calls or any other limitations for your user account or service, you may not use the Service in excess of those limitations. If you exceed these limitations Elite Telecom reserve the right to impose a reasonable charge for exceeding any quoted limitations.

### **Restrictions on Use of Account**

It is your responsibility to keep any password provided secure. You may not share your password or user account with any other party.

All Policies are to be adhered to in line with the Wi-Manx Standard Terms and Conditions.

If you become aware of any violation of these Policies by any person, including third parties that have accessed the Service through your account, please notify us at [support@wimanx.com](mailto:support@wimanx.com)