

## TELEKOM INTERNET ACCEPTABLE USE POLICY

1 November 2004

The Telekom Internet Acceptable Use Policy is set out below. Please read it carefully.

### 1. Key Points

1.1 This Acceptable Use Policy (AUP) applies to the use of the Telekom Internet Dial-up, and Telekom DSL Internet Services.

1.2 Your use of the Service is subject to the following rules and guidelines contained in this Acceptable Use Policy ("**AUP**"). Words used in this AUP that have special definitions are given capital letters. The definitions are set out in Section 10.

1.3 This AUP is designed to ensure that your use of the Service does not break any laws, hinder the efficient operation of the Telekom Network, interfere with the rights of Telekom Internet customers, or interfere more generally with the rights of Internet users.

1.4 You are responsible for ensuring that the use of the Service through your Telekom Internet account complies with this AUP. You are also responsible for any use of the Service even for example, if it was committed, with or without your consent, by a friend, family member, guest, employee or customer who gains access to your Telekom Internet account.

1.5 Telekom may amend this AUP from time to time by giving you notice. Telekom may notify you, and you hereby consent to Telekom sending you notices in such a way, by using one or more of the following methods:

- a. mail (to the last address you have given Telekom);
- b. email (to your Primary Email Address) or;
- c. notice on the Telekom Internet web site ([www.telekom.net.sb](http://www.telekom.net.sb)).

You should consult this document regularly to ensure that your activities conform to the most recent version.

1.6 In the event of a conflict between the term(s) of any Customer Terms and this AUP, the term(s) of the AUP will govern.

1.7 The consequences of violation of this AUP are prescribed in Clause 9 of this AUP, and include the right for Telekom to immediately cancel the provision of the Service.

1.8 Complaints of violations of this AUP by other Telekom Internet users can be directed to customer support at [helpdesk@telekom.com.sb](mailto:helpdesk@telekom.com.sb)

### 2. Illegal Activity

2.1 You must not use the Service for any activity that breaches any law or violates any local, state, federal or international law, order or regulation. Prohibited activities include, but are not limited to:

- a. Posting, disseminating or in some cases accessing material which is unlawful. This may include;
  - i. material containing detailed instruction in crime, violence or drug use; child pornography; bestiality; excessive violence or sexual violence; real depictions of actual sexual activity; obscene material.
  - ii. posting or disseminating material which violates the copyright or other

intellectual property rights of others. You assume all risks regarding the determination of whether material is in the public domain.

- b. posting or disseminating material that defames, harasses or abuses anyone or violates their privacy.
- c. Pyramid or other illegal soliciting schemes.
- d. Any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.

### **3. Security**

3.1 You are responsible for any misuse of the Service, as indicated in Clause 1.3, therefore you must take reasonable steps to ensure that others do not gain unauthorised access to the Service through your account.

3.2 The Service must not be used to obtain or attempt to obtain unauthorised access to any computer, system or network. If you do not have authorisation, prohibited activities include, but are not limited to:

- a) accessing, monitoring or using any data, systems or networks;
- b) probing, scanning or testing the vulnerability of a system or network;
- c) breaching any security or authentication measures for a system or network;
- d) accessing the account or private information of any other user;
- e) accessing any server in violation of any acceptable use policy of that server, including any attempt to do any of the things mentioned in a) to e) above.

3.3 Use (or attempts to use) or distribution of tools designed for compromising security (such as password guessing programs, cracking tools, packet sniffers or network probing tools) is prohibited. The transmission or dissemination of any information or software, which contains a virus or other harmful feature, also is prohibited.

3.4 You must not use (or attempt to use) the Service in a manner that may interfere with the technical operation of the Service or any other computer, system, network or telecommunications services, including, but not limited to denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. You must not interfere (or attempt to interfere) with the regular workings of Telekom' systems or network connections.

3.5 You are solely responsible for the security of any device you choose to connect to the Service, including any data stored on that device.

3.6 Telekom recommends against enabling file or printer sharing of any sort. Telekom recommends that any files or services you do choose to make available for remote access be protected with a strong password or as otherwise appropriate to prevent unauthorised access.

3.7 You must notify Telekom immediately of any unauthorised or attempted unauthorised use of your Service and any other breach or attempted breach of security.

### **4. Risks of the Internet**

4.1 There are a number of activities that you can perform when accessing the Internet that may be harmful or cause loss to you, others that may access your service, or your equipment. Typical activities include but are not limited to the following:

- a) Downloading Content from the Internet which may introduce viruses or other harmful features to your computer;

- b) purchasing goods or services using the Internet;
- c) transmitting confidential information over the Internet (such as your credit card number or other personal information);
- d) accessing and viewing Content on the Internet or otherwise available through the Service that may be offensive to some individuals, or inappropriate for children. For example, it is possible to obtain access to Content that is pornographic, offensive and/or unsuitable for children.

4.2 You must bear all risk associated with the activities referred to in Clause 4.1 above, and Telekom shall have no liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such activities.

4.3 Parents may minimise the risk of accessing illegal or offensive Content as well as manage children's use of the Internet by using a Filtering Solution. Telekom will provide access to a Filtering Solution at a reasonable cost to you as part of the Service.

## **5. Content Publishing**

5.1 You are solely responsible for any Content that you publish via websites, email, newsgroups or other publishing mediums accessed via the Service. You must take appropriate precautions to prevent minors from receiving your Content that may be inappropriate for them.

5.2 Telekom reserves the right to refuse to post or to remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful. This includes, but is not limited to: obscene material, fraudulent or deceptive statements, threatening, intimidating or harassing statements, or material which violates the privacy rights or property rights of others (copyrights or trade marks, for example) or is likely to be defamatory of another person.

5.3. Telekom reserves the right to discontinue access to any Usenet newsgroup from a Usenet news feed provided by Telekom at any time and for any reason.

5.4. Telekom is under no obligation to monitor transmissions or published content on the Service. However, Telekom or its agents have the right to monitor such transmissions or published Content from time to time and to disclose the same in accordance with the Customer Terms.

5.6. By using the Service to reproduce, publish, display, transmit or distribute Content, a user is warranting that the Content complies with this AUP and authorises Telekom or their agents to reproduce, publish, display, transmit and distribute such Content as necessary for Telekom to deliver the Content in a timely manner.

## **6. Electronic Messaging**

6.1 Electronic Messaging includes all forms of electronic communications to other individuals including email, instant messaging, Web to SMS, Internet chat, and online forums.

6.2 The Service must not be used to send bulk and/or unsolicited messages. This includes, but is not limited to commercial advertising, informational announcements, charity requests, petitions for signatures, chain letters and political or religious messages. Such messages must only be sent to those individuals who have explicitly requested it.

6.3 The Service must not be used to send messages to any individual who has indicated that he/she does not wish to receive messages from you.

6.4 The Service may not be used to collect or redirect responses from unsolicited email sent from accounts on other Internet hosts or email services which violates this AUP or the equivalent AUP or policy of any other Internet service provider or web site. Moreover, unsolicited messages may not direct the recipient to any web site or other resource that uses the Telekom Network.

6.5 Obscuring, altering or deleting the source of messages that you send or forging message headers is prohibited.

6.6 Sending numerous copies of the same or substantially similar messages, or sending very large messages or files, to a recipient with the intent to disrupt a server or account is prohibited (ie. "Mail bombing").

6.7 The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings.

6.8 Telekom is not responsible for the forwarding of email sent to any account that has been suspended or cancelled. Such email may be returned to sender, ignored, deleted, or stored temporarily at the sole discretion of Telekom.

## **7. Online Forums**

7.1 There are forums accessible on the Internet that are generally devoted to the discussion of a specific topic area and include, but are not limited to, newsgroups, message boards, chat rooms or mailing lists ("**Online Forums**"). The following rules are in addition to those in Section 6 for Electronic Messaging.

7.2 Messages posted to Online Forums must comply with the written charters for those forums. You are responsible for determining the policies of a given forum before posting to it. Binary files may only be posted to Online Forums that are specifically established for that purpose.

7.3 Posting or cross-posting the same or substantially similar messages to more than eight Online Forums is prohibited.

7.4 You must not disrupt or attempt to disrupt Online Forums by posting a large number of messages that contain no substantive content. Disruption occurs when normal discussion in the group is significantly hindered.

7.5 You must not use the Service to connect to an Online Forum from which you have been previously banned.

## **8. Automated Applications**

8.1 The Service is provided for interactive use. However, if automated programs or programs that maintain a persistent connection to a remote service are used, they must only be used when you are physically present at the computer. These activities include but are not limited to automated Download software, IRC "bots", continuous streaming media and peer-to-peer file sharing applications.

## **9. Violation of Acceptable Use Policy**

9.1 If the Service is used by you or by someone with access to the Service through your account, in a way that Telekom, in its sole discretion, believes violates this AUP or the Customer Terms, Telekom may take any responsive action it deems appropriate.

9.2 Such actions may include, but are not limited to, temporary or permanent removal of Content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or cancellation of all or any portion of the Service.

9.3 Telekom has no liability for any such responsive actions and may take any other legal or technical action it deems appropriate, including taking action against offenders

to recover the costs and expenses of identifying them. If your use of the service causes a loss to third parties, Telekom may require you to pay compensation.

9.4 Telekom is not obligated to regularly monitor your usage of the Service (including any Content posted, disseminated or accessed by you), however Telekom reserves the right to monitor your use of the Service to identify violations of this AUP, and to protect the Telekom Network and other users of this Service.

9.5 Telekom reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Telekom' servers and network. During an investigation, Telekom may suspend the account or accounts involved and/or remove material that potentially violates this Policy.

9.6 In order to enforce this AUP, you hereby authorise Telekom or their agents, to cooperate with

- a. law enforcement authorities in the investigation of suspected criminal violations, and
- b. system administrators at other Internet service providers or other network or computing facilities

9.7 Such cooperation may include Telekom providing the username, IP address, or other identifying information about a user. Upon cancellation of an account, Telekom is authorised to delete any files, programs, data and email messages associated with such account.

9.8 The failure of Telekom to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that, if any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

9.9 This AUP is governed by the laws of the state of New South Wales. You agree to submit to the non-exclusive jurisdiction of the courts of that state.

## 10. Definitions

**AUP/Acceptable Use Policy** - means the Telekom Internet Acceptable Use Policy prescribing the rules and guidelines which you must comply with in using the Services.

**Content** - means all forms of communication including narrative descriptions, graphics (including photographs, illustrations, images, drawings and logos), executable programs, video recordings and audio recordings.

**Customer Terms** - means the terms of the Telekom Standard Form of Agreement on which the individual user contracts with Telekom for the Service.

**Download / Downstream** – means data moving from the Telekom Network to your modem or connected device.

**Filtering Solution** - means Internet filtering software or system.

**Telekom** - means Solomon Telekom Company Limited.

**Telekom Network** - means the network of Telekom through which the Service is provided, including all its constituent parts (both software and hardware).

**Primary Email Address** - means the first email address provided with your Service. This account may receive Service related communications from time to time.

**Service** - means the Telekom Internet Dial-up Service or Telekom Internet DSL Service, as applicable to the individual user.

**Upload / Upstream** – means data moving from your modem or connected device to the Telekom Network.