

Acceptable Use Policy (AUP)

A. Validity of the AUP

For the provision of e-connect internet services by Global Data Centers EMEA, a division of NTT Ltd. (NTT), the parties agree to the validity of the following Acceptable Use Policy (AUP) with the proviso that the client undertakes to agree to the provisions of the appendices under A. and B. with its clients accordingly, if and to the extent that he resells the contractual services, whereby the rules of the AUP are to be agreed as subordinated, in particular to the data protection clause (clause 5 of the e-connect internet SA).

B. AUP

This Acceptable Use Policy ("policy") provided by NTT (also referred to herein as NTT) governs any use of our applicable internet service (the "service"). The policy applies to clients of NTT (also referred to as "clients" or "you") using the service including entities and users that have gained access to the service through client accounts ("users"). This includes subscribers of clients providing internet services via the NTT service. The policy describes important responsibilities, unacceptable practices, and limitations and restrictions on the use of the service. By using the service, you acknowledge that you and your users/subscribers are responsible for compliance with the policy. You are responsible for violations of this policy by any users/subscribers that access the service through your account or infrastructure.

Any engagement of clients or users of the service in one of the following prohibited activities will result in a violation of this policy:

Illegal or unauthorized access and usage

Accessing the service illegally or without authorization or attempting to penetrate security measures of another individual's system. Any use that violates applicable law, statute, ordinance or regulation. Also, any activity that might be used as a precursor to an attempted system penetration.

Spamming, unsolicited bulk / commercial email

Sending unsolicited bulk and/or commercial messages (known as spamming). This includes maintaining an open SMTP relay. The use of the service of another provider to send unsolicited commercial messages, spam or mailbombs, to promote a site hosted on or connected to the NTT infrastructure is also prohibited in terms of this policy.

Intellectual property violations

Any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, patents held by individuals, corporations or other entities.

Distribution of viruses, worms, trojan horses or similar destructive activities

Distributing any information regarding the creation of and sending viruses, worms, Trojan horses and all activities that disrupt the use of the service or interfere with others to use the service like denial of service attacks.

Spoofting

Any attempt to forge or misrepresenting message headers, falsifying header or transmission information to mask the originator of the message

Obscene speech or materials

Use of the service to distribute, transmit, display or otherwise make available unlawful, defamatory, obscene, indecent, pornographic, derogatory, sexist, racist, prejudiced, harmful, degrading, hateful, threatening, intimidating, harassing, fraudulent, deceptive, tortious or otherwise objectionable material or information.

Usenet postings

Postings of content in newsgroups which doesn't comply with the group's charter or other related policies.

Export control violations

Exporting encryption software which is contrary to that respective country's rules and regulation

The responsibility for avoiding the harmful activities as described rests primarily with you and your users/subscribers. NTT will not, as an ordinary practice, monitor your communication to ensure that you comply with NTT policy or applicable law. The above listing of prohibited activities is not exhaustive, and NTT reserves the right to take certain preventative or corrective actions in case of harmful activities. Should NTT become aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, implementing screening software designed to block such contents, denying access to the internet, or take any other action it deems appropriate.

The policy will be revised from time to time. Changes of the policy will result in an update of the AUP posted on the NTT website. By using the service after posting an updated version, you accept any new or additional terms that results from those changes.

NTT will not intentionally monitor private electronic mail messages sent or received by you unless required to do so by law, governmental authority, or when public safety is at stake. NTT may, however, monitor its service to determine that its facilities are operating satisfactorily. Also, NTT may disclose information, including but not limited to, information concerning a client or user of the service, a transmission made using our network, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request.

NTT is aware that many of its clients are, themselves, providers of internet services, and that information reaching NTT facilities from those clients may have originated from a user/subscriber of the client or from another third-party. NTT reserves the right to directly take action against a user /subscriber of a client in case of violation of the AUP. Also, NTT may take action against you because of activities of one of your users/subscribers, even though the action may affect other users/subscribers of you. Similarly, NTT anticipates that clients who offer internet services will co-operate with NTT in any corrective or preventive action that NTT deems necessary.

Failure to co-operate with such corrective or preventive measures results in a violation of this policy.

NTT expects that its clients who provide internet services to others will fully comply with all applicable laws concerning the privacy of online communications. A client's failure to comply with those laws will violate this policy.

NTT assumes no obligation to inform you that client information has been provided and, in some cases, may be prohibited by law from giving such notice. Furthermore, NTT may disclose client information or information transmitted over its network where necessary to protect NTT and others from harm, or where such disclosure is necessary to the proper operation of the system. As a matter of prudence, NTT urges you to assume that all of your online communications are insecure. NTT cannot take any responsibility for the security of information transmitted over NTT infrastructure. Finally, NTT emphasises that in signing the service agreement, you indemnify NTT for any violation of the service agreement, law, or NTT policy that results in loss to NTT or the bringing of any claim against NTT by any third-party.

You agree that you will immediately notify us in writing if you become aware of any actual or suspected violation of this policy, and that you will provide us with any assistance we request to investigate, remedy or end such actual or suspected violation.

In any case of complaints about a violation of this AUP or prohibited use of the service, please contact NTT.