



ACCEPTABLE USE POLICY ('AUP') – St Helena

A. General

SURE (South Atlantic) Limited and its affiliates ("SURE") provide to business and consumer users a variety of information technology related products and services, including such service as internet access, content delivery services, various electronic mail (email) packages and services, world wide web hosting arrangements, ATM, Frame Relay, fixed and mobile voice and other data (eg: sms), online, and internet-related telecommunications services (each, a "Service" and collectively the "Services").

This Acceptable Use Policy ('AUP') defines the acceptable use of the Services with a view to ensuring quality of service and the privacy of our Customers and the integrity, security, reliability and privacy of the SURE network, systems, products, Services, server hosting facilities and data contained therein (collectively, the "SURE Network"). SURE Customers (who for the purposes of this policy, are defined as any party who purchases a Service from SURE) are required to comply with this AUP as a condition of receiving Services from SURE.

SURE Customers are solely responsible for the content and messages that they access, post, distribute or otherwise make available using the SURE Network. SURE encourages its Customers to self-rate their websites using a major rating agency such as the Internet Content Rating Association (ICRA) (<http://www.icra.org>).

B. Prohibited Activities

It is contrary to SURE policy for any of its Customers or other Service user to effect or participate in any of the activities listed below (whether actual or attempted and whether directly or indirectly) through a Service.

Each of the practices listed below (each, a "Prohibited Activity") constitute an abuse of the SURE Network and interfere with other Customers. Such practices are prohibited

1. Posting or sending messages substantially similar in content to 10 or more Usenet or other newsgroups, forums, listservs, or other similar groups or lists (each, a "List");
2. Posting or sending messages, articles, or other content to a List which are off-topic according to the charter or other owner-published FAQs or descriptions of the List;
3. Publishing mail bombs, chain letters or pyramid schemes;
4. Sending unsolicited commercial messages or communications in any form ("SPAM");
5. Falsifying user or other Service related information, including, but not limited to, intentionally omitting, deleting, forging or misrepresenting transmission information, including headers, return mailing and Internet protocol addresses, provided to SURE or to other Service users or engaging in any activities or actions intended to withhold or cloak Customer's or its End Users identity or contact information;
6. Engaging in any other activity that:
 - i. violates a law or regulation (including, but not limited to, libel, slander, invasion of privacy, harassment, obscenity, child pornography, export laws and regulations, and infringement or misappropriation of another party's copyrights, trademarks, patents, trade secrets or other intellectual property rights);
 - ii. threatens the integrity and/or security of any network or computer system (including, but not limited to, transmission of Viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware);
 - iii. has the purpose of harming or attempting to harm minors in any way;
 - iv. attempts to use the Service in such a manner so as to avoid incurring charges for or otherwise being required to pay for such usage;
 - v. otherwise degrades or interferes with other users' use of a Service;
 - vi. breaches any legal duty owed to a third party, such as a contractual duty or a duty of confidence; or
 - vii. violates generally accepted standards of Internet or other networks conduct and usage, including, but not limited to, denial of service attacks, web page defacement, port and network scanning, and unauthorised system penetrations.
7. Engaging in any of the activities listed above by using another provider's service, but channelling the activity through a SURE account, remailer, or otherwise through a Service.

ANY INDIRECT OR ATTEMPTED VIOLATION OF THIS AUP BY OR ON BEHALF OF A CUSTOMER OR A CUSTOMER'S END USER, AND ANY ACTUAL OR ATTEMPTED VIOLATION BY A THIRD PARTY ON BEHALF OF A CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED A VIOLATION OF THE AUP BY SUCH CUSTOMER OR CUSTOMER'S END USER.

C. Rights and Remedies

If SURE determines that a Customer, its representatives or its end users have breached or failed to comply with this AUP or engaged (or permitted others to engage) in a Prohibited Activity, SURE may take such action as it deems appropriate. This may include all or any of the following:

1. Suspending and/or terminating a Customer's Service at any time;
2. Issuing of a warning to a Customer;
3. Commencing Legal proceedings against a Customer for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach of this AUP;
4. denying all traffic from known IP address blocks that support indiscriminate port scanning programs such as ProxyHunter, or other unlawful activity, for the purpose of preserving Customer's system and network resources;
5. Undertaking further legal action against a Customer; and
6. in the event of illegal activities – investigating and notifying appropriate legal authorities.

If we receive a Court Order requesting us to reveal a Customer's identity to someone complaining that you have used the Services abusively, we will be entitled to do so. We will also be entitled to reveal your identity or other data we hold regarding your use of the Services to the police or other public authority if we are required to do so by law.

SURE will consider all cases and complaints according to their individual merits. SURE has the right not to take action against you even where a complaint is made against you for breach of this AUP.

SURE reserves the right to, where feasible, implement technical mechanisms to prevent a Prohibited Activity. In addition, SURE reserves the right to charge the Customer to cover administrative costs associated with the Prohibited Activities of the Customer including, but not limited to, recovery of the costs of identifying offenders and removing them from or discontinuing providing them Service, in an amount equal to SURE actual expenses incurred in preventing or responding to such activity.

Nothing in this AUP limits SURE's rights and remedies (available at law or in equity) in any way with respect to any Prohibited Activity.

D. Password Protection

Customers are responsible for protecting their password(s) and for any authorised or unauthorised use made of their password(s). Customers must not disclose your password or use or permit anyone to use SURE's Service to guess passwords or access other systems or networks without written authorisation. In the event a network or network device becomes compromised, SURE will assist in the tracking and/or expulsion of said offender on the network level to the extent SURE considers reasonable, at its sole and absolute discretion.

E. Enforceability and Modification of This Policy

SURE reserves the right to update this AUP from time to time. You are expected to check our website www.sure.co.sh from time to time to take notice of any changes we make; as such updates are legally binding on you.

If any provision of this AUP or part thereof shall be declared void for whatever reason, the offending words shall be deemed deleted and the remaining provisions shall continue in full force and effect.

F. Governing Law

This AUP is governed by the laws of St Helena.