



In this document when we use the terms “we” “us” or “our” it is a reference to the ICONZ-Webvisions group of companies.

This Acceptable Use Policy applies to all users of our network, servers and systems and is supplementary to any additional service agreements (and in the event that any terms of the service agreement and this Acceptable Use Policy conflict, the provisions of the service agreement take precedence). By using our services, you are deemed to have agreed to and accepted the terms of this Acceptance Use Policy. If you do not agree or accept these terms, please immediately discontinue use of our services.

Internet Usage

Depending on the type of service you subscribed to, specific limits or caps on bandwidth may be applied. If you utilize any of your services provided by us in a manner that consumes excessive bandwidth or affects our core equipment, overall network performance, or other customer services, this will compromise our ability to continue to provide our services to other users. In such instances, we may require that you cease or alter these activities immediately. We may at our sole discretion, also immediately suspend your account, block access, delete any postings by you or terminate your services or account for any reason including but without limitation to the following instances:

- a) when your supplied information is proven or reasonably suspected to be untrue, inaccurate, falsified or incomplete; or
- b) you infringe upon our intellectual property rights; or
- c) you infringe upon the intellectual property rights or other rights of third parties; or
- d) you breach your confidentiality obligations; or
- e) pursuant to requests or directives by law enforcement, government, statutory or regulatory body or authority or for complying with applicable laws pursuant to a Court order or directive of any government, statutory or regulatory body or authority; or
- f) due to security and technical issues or problems; or
- g) when there is non-payment of fees by you; or
- h) when you are engaged in any illegal activity or one of the prohibited activities described herein; or
- i) you have discontinued our services; or
- j) due to extended periods of your account inactivity; or
- k) your breach of any other material term of this Acceptable Use Policy.

In the event of suspension or termination of your account, we will not be held liable for any loss or damage which you may suffer as a result of such suspension or termination, including without limitation to loss of data, loss of use of the services or for deletion or loss of the content. Upon termination, we will have no obligation to grant you access to or use of the services. Termination of your account for whatever reason shall however not prejudice or impair any antecedent right or obligation of either party that accrued prior to termination.

Any service that causes a disruption in the network integrity of our or our vendor’s network, whether directly or indirectly is strictly prohibited and could result in the termination of your service. Whilst every effort will be made to contact you prior to this action (except in the case of an emergency), we



reserve the right of final discretion to terminate our services to you. We have a strict policy regarding network abuse. If you use your ICONZ-Webvisions account or an account within our hosting responsibilities, to distribute unsolicited commercial email (UCE) or bulk email (spam), harass, defraud, and hack or otherwise attempt to gain unauthorized access to any systems, networks or accounts, we reserve the right to suspend and/or terminate your account and all our services immediately, without advance notice.

You will be solely responsible for the contents which you post using our services. We cannot and do not pre-screen content posted or hosted using our services but we reserve the right (but not the obligation) in our sole discretion to reject, move or remove any materials which are illegal, abusive or unethical or which we deem to be so (without being liable to you in any way for any loss arising from such rejection or removal). We also reserve the right to reject, move or remove any material if required by any regulatory authority or Court of law. We will make reasonable efforts to alert you to such activities when discovered. However, we are not required to give such notice before deactivating your use of our services if, in our discretion, your use constitutes or results in illegal, abusive, or unethical activities.

To protect our equipment against spam, UCE, viruses, hackers or activities which we consider unethical, we reserve the right to ban any IPs, domains or computers whether within or outside of our network from accessing any computers or equipment of our network. This includes scanning of any data that enters our network and all server logs for such content and banning them when we deem appropriate.

You agree to our use of Anti-spam solutions to protect yourself and us against spam, UCE and viruses.

We reserve the right, at our sole discretion, to make a determination of what constitutes abuse and you agree that our determination is final and binding on you.

You are ultimately responsible for the security of your own system and for any and all activity that originates from your Internet circuit regardless of your knowledge of such activity. This includes but is not limited to activity by other household members, friends and guests. This also applies to security breaches of your own system by others who launch attacks from your machine. It is absolutely imperative that everyone with an Internet connection takes proper precautions to ensure the security of their machine.

Unacceptable Website Content

Users may not use our network, servers or systems in order to transmit, distribute or store material, or in any other manner:

- a) in violation of any applicable law;
- b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others; or
- c) that is obscene, threatening, abusive, hateful or unethical.

Illegal, obscene, threatening, abusive, hateful or unethical activities may include, but are not limited to, pornography, obscenity, nudity, violations of privacy, piracy, third party property, defamation, hacking, computer virus, selling of illegal items such as illegal drugs, gambling or promotion of gambling,



terrorism and any harassing or harmful materials or uses as determined by us.

Any site which sells or promotes Bulk Email services is not permitted.

Background daemons in general are prohibited.

We do NOT allow IRC Related (Bots or ANY IRC related activities), Banking, HYIP, Rolex Sale, BitTorrent sites on our services.

We do not allow political or religious related content on our services unless explicitly approved by us.

Unsolicited Email

Our servers may not be the source, intermediary, or destination address involved in the transmission of spam, UCE, flames, or mail bombs. Your domain may not be referenced as originator, intermediary, or reply-to address in any of the above.

We consider spam to be any unsolicited commercial message in the mediums of:

- a) Newsgroups (including Usenet, Google Groups, Yahoo Groups)
- b) Email
- c) Instant Messaging (including but not limited to ICQ, MSN, AIM, Yahoo messenger, Skype, Jabber)
- d) SMS and MMS Messaging (text and image-based mobile phone messaging)
- e) Comment Spam (off-topic comments on blogs or web forums which link to a website)
- f) Any similar communication technologies which may emerge.

If you are found to have spammed, then we may immediately, without warning, disable your service. We also reserve the right to refuse or terminate service to known spammers.

You are permitted to operate bulk mailing lists so long as they are operated in accordance with applicable laws and they use an opt-in process with a clear audit trail and so long as un-subscription requests are honored promptly.

Intellectual Property and Copyright Violation

You must not reproduce, distribute, copy, download, transmit or otherwise exploit any content which infringes any third party intellectual property rights or similar right unless you own or control the relevant rights or have obtained all the requisite licenses and approvals. By posting content on your own system using our services, you are deemed to possess all relevant intellectual property rights.

If a copyright owner believes that there has been a violation of his/her copyright on a website that is hosted by us, and the copyright owner wants us to remove the website or disable the material in question, we may remove the offending material if we are satisfied of the legitimacy of the request on receipt of a Notice of Infringement acceptable to us. We will not be liable for any loss or damage arising from such removal.



If we delete or prevent access to a user's material we know or have reason to believe infringes copyright, we will give notice to the user that the material has been removed or blocked.

Defamation

You must not publish words or images which in our opinion are defamatory or likely to be defamatory of any other person or business.

If a person wishes to make a complaint regarding defamatory content published on a website that is hosted by us, and the complainant wants us to remove the website or offending content, we may remove the offending material if we are satisfied of the legitimacy of the request.

If we delete or prevent access to a user's material we know or have reason to believe is defamatory, we will give notice to the user that the material has been removed or blocked. We will not be liable for any loss or damage arising from such removal.

Other Prohibited Activities

Without limitation, the following are prohibited activities as they infringe upon the intellectual property rights or other rights of third parties, are defamatory, illegal or may otherwise harm our goodwill and reputation:

- a) using this website to transmit or post harassing, abusive, or threatening language or promoting physical harm or injury against any group or individual, or promoting any act of cruelty to animals;
- b) forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message;
- c) accessing illegally or without authorization, the computers, accounts, or networks belonging to another party, or attempting to hack into another individual's account or any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity);
- d) distributing information regarding creation of and sending of Internet viruses, worms, Trojan horses, ping, flooding, mail bombing, or denial of service attacks or activities that disrupt the use of or interfere with the ability of third parties to effectively use the network or any connected network, system, service, or equipment;
- e) advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to spam, initiation of ping, flooding, mail bombing, denial of service attacks, and piracy of software;
- f) exporting encryption software over the Internet or otherwise;
- g) engaging in activities that are illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software or; promoting or providing instructional information about illegal activities;
- h) offering for sale any item, goods or services that breach any applicable laws or regulations; and
- i) any attempts to decompile, reverse engineer, disassemble, modify or hack this website or its application.



Exclusion of Liability

Save as permitted to the maximum extent by applicable laws and except in the case of death or personal injury caused by our own negligence, we (including all of our subsidiaries, affiliates, officers, directors, agents, employees and licensors) shall not be liable to you or any third party for any loss or damage including without limitation to any indirect, incidental, consequential, special, punitive or exemplary loss or damage or for any loss of use, loss of data, profit, goodwill, revenue, business or other intangible loss whatsoever and howsoever caused whether arising out of any negligence or breach of these terms and conditions or otherwise even if that loss or damage was foreseeable by, or the possibility of it was brought to our attention.

We will specifically not be responsible for loss resulting from:

- a) your use or your inability to access and use this website (including its contents) and our services, loss, corruption or unauthorized acquisition and use of personal information transferred to this website or any damages resulting therefrom
- b) breach of the security procedure in respect of your personal information;
- c) the cost of obtaining substitute goods or services;
- d) unauthorized access to or alteration of your transmissions or data;
- e) statements or conduct of any third party relating to the services; or
- f) any other matter relating to the services.

If the New Zealand Consumer Guarantees Act 1993 applies, you may have rights or remedies which are not excluded nor limited by the above. If you are using our services for business purposes, the above exclusions and limits will apply and the New Zealand Consumer Guarantees Act 1993 will not apply.

Indemnity

To the maximum extent permitted by applicable laws, you shall indemnify and hold us (including all of our subsidiaries, affiliates, officers, directors, partners, agents, employees and licensors), harmless at all times against all actions, proceedings, costs, claims, expenses (including legal costs on a full indemnity basis), losses (whether direct, indirect or consequential) and damages (whether in tort, contract or otherwise) whatsoever which we or them may sustain, incur, suffer, or pay arising out of, in connection with or pursuant to the terms and conditions of this Acceptable Use Policy and the access and use of this website and the services, by you or any act or omission on your part thereof, in particular in relation to any breach and/or non-compliance by you to the terms and conditions herein. This indemnity shall be a separate and independent obligation from any other obligation you owe to us.

ICONZ-Webvisions pursues all instances of abuse. If you feel you have been attacked or spammed, please notify our security consultant via abuse.sg@iconz-webvisions.com and appropriate action can be taken.

In the event of a violation of this Acceptable Use Policy, no refund of service fees will be applicable and we will not be liable for any damages, costs, harm or loss suffered as a result of its actions in enforcing this policy.



You agree not to harass, threaten or abuse our authorized representatives, including but not limited to tech support representatives, customer relations representatives, and sales representatives, or otherwise abuse our support services.

This Acceptable Use Policy shall be governed by the laws of Singapore and the parties agree to be bound by the exclusive jurisdiction of the Singapore courts.