

ACCEPTABLE USE POLICY ("AUP")

This policy contains guidelines on how the Customer shall use Ghost IT Services Ltd Services. These guidelines give the Customer clear expectation as to what constitutes fair and reasonable usage. Customer acknowledges that it is bound by these guidelines as a user of the Services, in order that Ghost IT Services Ltd can operate a reliable service for all of its the customers.

1. The purposes of the AUP include:

- A. to guarantee reliable service to its clients;
- B. to guarantee the security and privacy of both Ghost IT Services Ltd systems and network and third-party systems and networks;
- C. to satisfy statutory requirements;
- D. to uphold Ghost IT Services Ltd reputation as a responsible service provider;
- E. to promote the responsible use of the Internet, and to discourage any activities that reduce the value and usefulness of Internet services;
- F. to ensure the privacy and security of individual users.

2. Conduct that violates law, regulation or the accepted norms of the Internet community, whether or not expressly mentioned in this policy, is prohibited. Ghost IT Services Ltd reserves the right at all times to prohibit such activities including but not limited to instant termination of Services.

3. Activities that infringe this AUP include but are not limited to the following:

- A. Fraud
- B. Phishing
- C. Unsolicited bulk e-mail (SPAM)
- D. E-mail or news bombing
- E. Usenet spamming
- F. Unauthorised access to third party accounts
- G. Network disruptions and other hostile activities e.g. DoS and DDoS
- H. Dissemination of computer viruses

4. As part of the Services the Customer may not publish, display or transmit any content that we reasonably believe:

- A. is illegal or unlawful;
- B. constitutes or encourages child pornography or is otherwise obscene, sexually explicit or morally repugnant;
- C. is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- D. is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- E. is defamatory or violates a person's privacy;
- F. creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement bodies;
- G. improperly exposes trade secrets or other confidential or proprietary information of another person;
- H. is intended to assist others in defeating technical copyright protections;
- I. infringes another person's trade or service mark, patent, or other property right;
- J. is discriminatory in any way, including by way of sex, race, or age discrimination;
- K. facilitates any activity or conduct that is or may be defamatory, pornographic, obscene, indecent, abusive, offensive or menacing;
- L. is otherwise illegal or solicits conduct that is illegal under laws applicable to the Customer or to Ghost IT Services Ltd;
- M. involves any criminal offence including, but not limited to, theft, fraud, piracy, drug-trafficking, money laundering and terrorism; or to facilitate or incite violence, sadism, cruelty, self-harm or abuse, racial hatred, prostitution or paedophilia; or
- N. is otherwise malicious, fraudulent, or may result in retaliation against Ghost IT Services Ltd by offended viewers.

5. As part of the Services the Customer may not download, publish, distribute, or otherwise copy in any manner any text, music, software, art, image or other work protected by copyright law unless:

- A. the Customer have been expressly authorised by the owner of the copyright for the work to copy the work in that manner; and
- B. the Customer are otherwise permitted by copyright law to copy the work in that manner.

6. The Customer may not engage in illegal, abusive, or irresponsible behaviour, including but not limited to:

- A. Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorisation of the owner of the system or network;
- B. monitoring data or traffic on any network or system without the authorisation of the owner of the system or network;
- C. interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- D. use of an Internet account or computer without the owner's authorisation, including, but not limited to Internet scanning
- E. (tricking other people into releasing their passwords), password robbery, security hole scanning, and port scanning;
- F. forging of any TCP-IP packet header or any part of the header information in an e-mail; or
- G. any conduct that is likely to result in retaliation against the Ghost IT Services Ltd network
- H. directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code, confidential information or other trade secrets from Ghost IT Services Ltd or any of its other customers

7. The Customer shall not do or omit to do anything that may have an adverse impact on any of Ghost IT Services Ltd's other customers or suppliers or cause any adverse impact on the operation or resilience of Ghost IT Services Ltd's data centres or other equipment and facilities.

8. The Customer is responsible for providing and maintaining accurate and up-to-date contact information. Providing false data e.g. contact details or fraudulently using details e.g. credit card numbers is grounds for immediate termination.

9. IRC robots or IRC sessions may not be run from Ghost IT Services Ltd's server accounts, without specific permission from Ghost IT Services Ltd.

10. The Customer must safeguard their account passwords to prevent unauthorised access to their account.

11. The Customer should give Ghost IT Services Ltd at least forty-eight (48) hours' notice of any resource intensive activities they wish to perform, so that adequate provisions can be made.

12. Any decision made by Ghost IT Services Ltd in relation to its Services and the AUP shall be final.

13. Ghost takes no responsibility for any losses or financial penalties due to service suspension in the event of misuse of the AUP.