

## **MoradNET Acceptable Use Policy**

### **Introduction**

1. This Acceptable Use Policy (the "Policy") is a binding agreement between you (hereinafter "you", "your", or the "customer") and Morad Communications Ltd (hereinafter "our", or "MoradNET"). This Policy describes usage restrictions for internet Services (the "Services") provided to you from MoradNET. You are prohibited from partaking in certain activities which include, but are not limited to, the activities described in this Policy. This Policy is non-negotiable, and its principals can be enforced by any method described within MoradNET's Terms of Service Agreement. Any perceived violation or infringement of this Policy will be investigated and resolved at the sole discretion of MoradNET. MoradNET reserves the right to make alterations or additions to this Policy at any time, at our sole discretion. It is your responsibility to regularly check to see if any changes have been made to this Policy. Your use of, and/or failure to terminate the Services shall constitute your acceptance of this Policy, and any amendments made to this Policy.
2. If you do not accept and agree to abide by the terms described in this Policy, YOU MAY NOT SUBSCRIBE TO, OR USE THE SERVICES. If you already have the Services, and choose not to abide by this Policy, then YOU MUST IMMEDIATELY TERMINATE YOUR ACCOUNT and all Services with MoradNET.
3. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE ACTIVITIES RELATED TO THE USE OF THE SERVICES. ANY REFERENCE TO "YOU", "YOUR", OR "CUSTOMER" INCLUDES, WITHOUT EXCEPTION ANY THIRD PARTY WHO USES THE SERVICES. YOU ARE RESPONSIBLE FOR THE ACTIVITIES OF ANY PERSON OR ENTITY THAT USES THE SERVICES, WHETHER THEY ARE ACTING WITH YOUR CONSENT OR OTHERWISE.
4. You acknowledge that any failure by MoradNET to strictly enforce the specifics of this Policy in no way represents a waiver of any part of this Policy. MoradNET shall assume no liability for any failure to enforce the specifics of this Policy. No amendment or modification to this Policy (weather mutually negotiated or otherwise) shall be binding upon either party unless expressed in writing and explicitly approved by officers of MoradNET.

### **General**

1. You may not use MoradNET's residential Services for the purpose of conducting business, or business applications. You may not operate any server functions, or maintain any servers using MoradNET's residential packages.
2. You may not bulk mail, or bulk post any data or messages (or reasonably similar messages) to any systems, servers, email addresses, forums, newsgroups or other information delivery mediums. Bulk posting limits will be determined at the sole discretion of MoradNET, and may be enforced at any time without warning.
3. You are prohibited from participating in any activity, knowingly or unknowingly, that contravenes any international, federal, provincial, or municipal law, as determined at the discretion of MoradNET.
4. You are prohibited from encouraging, or participating in any violation of intellectual property rights, including but not limited to, copyright infringement, trademark violation, or dissemination of proprietary information.
5. You may not attempt to conceal your identity, IP address, or attempt to impersonate another

person, entity or network component. You may not attempt to gain entry into, or observe information contained within, any system, network or other on-line device for which you are not intended to have access to. You are also prohibited from participating in any activity in which you attempt to, or succeed in:

- a. Harassing any individual or entity with any type of unsolicited correspondence, including but not limited to, bulk email, or 'spam'.
  - b. Disseminating, or encouraging the distribution of any material that is illegal.
  - c. Promoting or distributing any material that promotes hatred, or solicits business without invitation.
  - d. Intentionally causing any degradation or loss of service to any system or network, by any means, including but not limited to, any 'denial of service' attack or any other attack which could prevent any system from performing its intended function, to its intended capacity.
  - e. Uploading, downloading, posting, disseminating, creating, or transmitting in any way, any type of information, data, software or script, that could be considered malicious. 'Malicious' data is any information that could be considered, but is not limited to the definitions of a virus, trojan horse, or worm.
  - f. Data mining, or 'phishing' any system, entity, computer, or network.
  - g. Providing or maintaining any publicly accessible internet based relay service, or any other public messaging, or information exchange service.
6. You are solely responsible to determine and adhere to any and all policies of any third party systems, including but not limited to, websites and on-line services that you access, or intend to access. MoradNET will in no way protect the identity of any customer who violates any on-line regulations, policies, or laws as stated by the violated system.
  7. MoradNET will fully cooperate with any third party system administrator, web-site representative, internet service provider, regulatory body, or governmental agency for the purpose of enforcing or investigating adherence to this Policy, and all applicable laws, regulations, orders, or other agreements pertaining to your use of the Services.
  8. MoradNET reserves the right to restrict bandwidth usage for your Services, at our sole discretion. MoradNET may restrict bandwidth for both uploading and downloading, based on factors which include, but are not limited to, transmission/reception speeds, transmission/reception durations, and software applications, which can include, but are not limited to, peer to peer sharing programs, video streaming applications, and bulk downloading.
  9. Your use of the Services is limited to a maximum of two (2) computers at any time. You are prohibited from sharing your Services with any other network, computer, or entity located outside of your service address.
  10. MoradNET reserves the right to investigate any perceived violation, and terminate Services for any attempt by you to circumvent any policy, rule, or regulation as described in this or any other agreement you have with MoradNET.