JOWATEL BUSINESS INTERNET AND VALUE ADDED SERVICES – ACCEPTABLE USE POLICY

Introduction

JOWATEL Télécommunications Inc. and its Partners ("Your Service Provider") are committed to being a responsible network citizen. To assist Your Service Provider in protecting the usefulness and enjoyment of the Internet, you agree to abide by the terms of this Acceptable Use Policy (the "AUP"). Any violation of this AUP will constitute a violation of the terms of your Service Agreement and may result in the termination of such Service Agreement and/or suspension of your Service there under.

If you have any questions about this AUP, do not hesitate to contact Your Service Provider via email at info@jowatel.com

For the purposes of this AUP, "Internet host" means any computer or electronic device connected to the Internet.

General

Your Service is solely for commercial use; without limitation, you may not use the Service or any equipment provided in connection with the Service for operation of an Internet service provider's business.

Harassing or abusive language or actions, whether verbal, written or otherwise, of Your Service Provider's employees, suppliers, agents and representatives is strictly prohibited and will not be tolerated.

You are prohibited from using the Service for activities that include, but are not limited to:

- Transmitting unsolicited messages which, in the sole judgment of Your Service Provider, cause significant disruption or elicit complaints from other Internet users.
- Restricting or inhibiting any other user from using or enjoying the Internet, impairing the operations or efficiency of the Service or creating an unusually large burden on our networks or otherwise generating levels of Internet traffic impeding other users' ability to transmit or receive information.
- Posting, transmitting or otherwise distributing information constituting or encouraging conduct that would constitute a criminal offence or give rise to civil liability, or otherwise using the Service in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the Service or the Internet.
- Posting or transmitting messages constituting "spam", which include but is not limited to unsolicited e-mail messages, inappropriate postings to news groups, false commercial messages, mail bombing or any other abuse of e-mail or news group servers.
- Reselling bandwidth or any other part of the Service, including without limitation IP addresses, provided by Your Service Provider.
- Harassing users or groups in any way including but not limited to defaming, abusing, stalking, threatening or otherwise violating the legal rights of others.
- Impersonating other Business Internet subscribers or other Internet service providers' subscribers in any way.
- Uploading or downloading, transmitting, posting, publishing, disseminating, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to information, software, files or other material which (i) are protected by copyright or other intellectual property rights, without prior authorization from the rights holder(s); (ii) are defamatory, obscene, child pornography or hate literature; or (iii) constitute invasion of privacy, appropriation of personality, or unauthorized linking or framing.
- Falsifying or deleting any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file.
- Transmitting, posting, publishing, disseminating, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any files, program or information designed to assist users in defeating copy protection, registration and any other anti-theft mechanisms associated with commercial or shareware programs.
- Transmitting, posting, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any program or information designed to assist in the fraudulent use of telecommunications services.
- Using an Internet host's resources in a manner which is not authorized by its administrators. This includes mail relaying, transmitting chain letters, make-money-fast or pyramid style schemes of any sort.
- Posting or transmitting any information or software which contains a virus, "cancelbot", "Trojan horse", "worm" or other harmful or disruptive component.

- Transmitting, posting, receiving, retrieving, storing or otherwise reproducing, distributing or providing access to any program or information constituting or encouraging conduct that would constitute a criminal offence or give rise to civil liability.
- Violating or breaching any applicable laws and/or regulations.

Electronic Mail

The Business Internet Mail service, as further described in your Service Agreement, is for your business use. You may not sublicense, distribute, transfer, or sell the Business Internet Mail service or any portion thereof.

You agree to use the Business Internet Mail service only to send and receive messages and material that are proper. In addition to the general terms set out above, and by way of example, and not as a limitation, you agree that when using the Business Internet Mail service, you will not:

- Use such service in connection with pyramid schemes, spamming or any unsolicited messages (commercial or otherwise).
- Restrict or inhibit any other user from using or enjoying such service.
- Create a false identity for the purpose of misleading others or forge the headers of your email messages in any way.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of such service or other user or usage information or any portion thereof.
- Promote or facilitate the transmission of unsolicited email messages.
- Attach an excessively long signature to your messages.
- Send messages to disrupt or cause difficulties in receiving other email.

In the event that you maintain one or more bulk "opt-in" email lists, you must have a method of confirmation of subscriptions and be able to provide such information when requested by Your Service Provider. At the discretion of Your Service Provider, if no such evidence is available, such bulk emailing may be considered as unsolicited.

Your Service Provider reserves the right, in its sole discretion, to set an upper limit on the number of recipients of customer initiated email, the number of subscribers on a customer's bulk "opt-in" email lists, and the number of messages a customer may send or receive through the Business Internet Mail service.

Neither Your Service Provider nor any of its suppliers has any obligation to monitor the Business Internet Mail service. However, Your Service Provider and its suppliers reserve the right to review materials sent through such service, and to remove any materials in their sole discretion. Your Service Provider, in its sole discretion, may terminate your access to the Business Internet Mail service at any time, without notice.

Your Service Provider and its suppliers reserve the right at all times to disclose any information as they, in their sole discretion, deem necessary to satisfy any applicable law, regulation, legal process or governmental request. Your Service Provider and its suppliers further reserve the right at all times to edit, refuse to post or to remove any information or materials, in whole or in part, in their sole discretion.

Newsgroups / Discussion Forums

In addition to the general terms set out above, while posting to newsgroups or any other discussion forum, you are prohibited from conducting activities that include, but are not limited to:

- Posting binary or excessively large files of any kind, unless expressly permitted by the charter or FAQ of the applicable newsgroup or discussion forum.
- Posting substantially identical messages to more than 10 newsgroups.
- Attaching an excessively long signature to your messages.
- Forging the headers of your postings in any way.
- Newsgroup and forum postings must comply with each newsgroup’s or discussion forum’s respective charter or FAQ.

Internet Relay Chat ("IRC")/Chat

In addition to the general terms set out above, while using IRC or any other chat service, you are prohibited from conducting activities that include, but are not limited to:

- Sending messages that include advertisements or commercial content of any kind in an unsolicited matter.
- Attempting a Denial of Service attack either automated via a bot or manually conducted.

Additionally, while using an IRC Server or any other chat service, you must be in full compliance with the rules and regulations set out by the server administrator.

Network / Security

In addition to the general terms set out above, you are prohibited from using the Service for activities that include, but are not limited to:

- Sharing of your Account User ID and password for the purpose of concurrent login sessions from the same account.
- Causing an Internet host to become unable to effectively service requests from other hosts.
- Analyzing or penetrating an Internet host's security mechanisms.
- Forging any part of the TCP/IP packet headers in any way.
- Committing any act which may compromise the security of your Internet host in any way.

As further set out in your Service Agreement, you are solely responsible for the security of your system and Account. Your Service Provider will offer full co-operation with law enforcement agencies in connection with any investigation arising from a breach of this AUP.

In the event that numerous complaints are received by our staff in regards to any breaches of this AUP, at the discretion of Your Service Provider, a processing fee per complaint received, in addition to an administration fee, may be applied to your Account.