

VISPA INTERNET LIMITED

FAIR USAGE POLICY

Devised March 2006

1. Fair Usage Policy Definition;

- 1.1. This document sets out the level of conduct which is acceptable between Vispa Internet Limited and its customers when using Vispa Internet limited's Internet Access
- 1.2. Guidelines in which Vispa Internet Limited set to ensure all Internet Access customers receive a fair level of service.
- 1.3. We may from time to time change this fair usage policy to keep it up-to-date with Internet Access Services which Vispa Internet Limited provides.
- 1.4. This fair usage policy is in addition to Vispa Internet Limited's standard terms and conditions which can be found on our website.

1. Content and Misuse

- 1.1. You will use all reasonable endeavors to ensure that the Vispa Service is used or includes content that conforms to the laws of the this country and will not knowingly permit any illegal use or such use that will bring Vispa into disrepute;
- 1.2. You must not, nor must any other person, use the Service: to send or receive any material which is offensive, abusive, indecent, obscene or menacing; or in breach of confidence, copyright, privacy or any other rights; to cause annoyance, inconvenience or needless anxiety; or in breach of any provisions as contained within clauses 3 and 4 of this Contract; or other than in conformance with the acceptable use policies of any connected networks and the Internet standards;
- 1.3. Vispa may discontinue Service if after due warning the User continues to permit such illegal or disreputable use. If Vispa suspends service for contravention of the above conditions of this clause, Vispa can refuse to restore Service until it receives an acceptable assurance from the User that there will be no further contravention.

2. Website & Email Services

- 2.1. You represent, undertake and warrant to us that you will use the Web space allocated to you only for lawful purposes. In particular, you represent, warrant and undertake to us that;
- 2.2. You will not use the Server in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will you authorise or permit any other person to do so;
- 2.3. You will not post, link to or transmit: (a) any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way; (b) any material containing a virus or other hostile computer program; (c) any material which constitutes, or encourages the commission of, a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction;
- 2.4. Your web space should never exceed the amount allocated as per your service description. If this is the case you will be asked to reduce the amount accordingly to remain in limits. Failure to do this will result in your website being removed by Vispa Internet Limited
- 2.5. You shall keep secure any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected unauthorised use of your account or breach of security, including loss, theft or unauthorised disclosure of your password or other security information
- 2.6. You shall observe the procedures which we may from time to time prescribe and shall make no use of the

Server which is detrimental to our other customers;

- 2.7. You shall procure that all mail is sent in accordance with applicable legislation (including data protection legislation) and a secure manner;
- 2.8. In the case of an individual User, you warrant that you are at least 18 years of age and if the User is a company, you warrant that the Services will not be used by anyone under the age of 18 years without adult supervision;
- 2.9. Any access to other networks connected to Vispa must comply with the rules appropriate for those other networks This specifically, but not exclusively, includes NSFNET;
- 2.10. While we will use every reasonable endeavor to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorised users or hackers and we shall be under no liability for non-receipt or misrouting of email or for any other failure of email / other services;
- 2.11. You are required to check your Vispa email mailbox at least once every 30 days for account notification emails. Failure to do so may result in suspension of service.
- 2.12. Your email account should never exceed 25MB of space. Accounts that exceed this amount may be deleted by Vispa Internet Limited without notification to the customer.
- 2.13. Any emails which have been received but not downloaded from Vispa Internet Limited's servers after 90 days of delivery, may be deleted by Vispa Internet Limited without notification to the customer.

3. Use of Services

- 3.1. All Internet Access Services (Pay As You Go 0845 Dial-Up, Unmetered Dial-Up and Broadband Services) carry the following rules;
 - 3.1.1. Disclosure of username and password to anyone carry network security vulnerabilities. You must report any disclosure to Vispa Internet Limited immediately by calling 08701 624 888. You are responsible for their security.
 - 3.1.2. Vispa Internet Limited, at it's own discretion may change your username, password and email address.
 - 3.1.3. If your service is a Home service, it must under no circumstances be used for business purposes.
 - 3.1.4. At our discretion we may automatically cut-off your internet session after a period of inactivity. This period may vary from 10 minutes to 20 minutes. The reason for automatic cut-off's is to allow maximum network performance.
 - 3.1.5. Whereby your service is capped by the number of hours you are allowed to access our Unmetered Dial-Up, we will automatically suspend your Internet Access when your hours have been used up. You may contact our support desk on 08701 624 888 to arrange for more hours. This may be charged at a premium. Your hours will automatically re-set on the 1st of each month and Internet Access will be automatically restored.
 - 3.1.6. Whereby your services are capped by the amount of data you are allowed to transfer, upon reaching your limit you will be charged a premium for additional data transfer. You can monitor your data transfer from our website by logging into our MyAccount section.

4. Excessive Downloads

- 4.1. Vispa Internet Limited takes pride in it's network performance and to ensure that our services are fast and reliable this condition is set to ensure this performance is achieved.
- 4.2. Peer to Peer software is now widely used on the Internet and although we do not restrict you from using the software, we do ask that you do not abuse it. This activity consumes large amounts of data transfer and has an impact on all other customers as it leads to network congestion and slow speeds. You should also bear in

mind that this software easily allows the download of illegal content which we do not allow as described in Section 1. Downloading illegal content is now considered as a serious copyright infringement and many copyright holders are taking measures to prosecute. Each individual download can be traced by your IP address (e.g. 123.456.780.123) back to your account with Vispa Internet Limited

- 4.3. If Vispa Internet Limited is approached by a legal body with a copyright infringement notice we may be required by law to release customer information.
- 4.4. Vispa Internet Limited reserve the right to terminate any services where illegal content is found to be transferred by Vispa Internet Limited's Internet Access.
- 4.5. Vispa Internet Limited's system monitors customer usage on a quarterly basis. This gives you the ability to exceed the fair usage as long as you remain within your limit over the quarter. If you exceed your limit you will not be charged any extra for additional data charge. We will contact you offer guidance on lowering your usage or finding a suitable package for you needs.

5. Security

- 5.1. You are responsible for the set-up and security of your computer and any servers that may run on your network.
- 5.2. Vispa Internet Limited recommend that Anti-Virus software is installed on your PC or network.

6. General Abuse

- 6.1. You must not run port-scanning software.
- 6.2. You must not attempt to gain unauthorised access to any computer system.
- 6.3. You must not undertake any activity that has an adverse effect on the Vispa service or its users.

7. FUP Enforcement

Vispa Internet Limited reserve the right to suspend or terminate an account that has not adhered to the guidelines set out in this policy or to the Vispa Internet Limited Terms and Conditions