

ACCEPTABLE USAGE POLICY

This Acceptable Usage Policy outlines certain prohibited uses of The Missing Link's Network and the consequences which may flow from a violation of this Policy and applies to all use of The Missing Link's Network.

All Clients of The Missing Link ("Clients"), including Clients that are downstream providers, are required to comply with this Acceptable Usage Policy as part of their agreement with The Missing Link for Internet access and/or IP VPN services.

1. E-MAIL

It is a prohibited use of The Missing Link's Network to accept, transmit or distribute unsolicited bulk e-mail of an advertising or promotional nature.

The only circumstances in which The Missing Link's Network may be used to send unsolicited e-mail of an advertising or promotional nature (otherwise known as "spam") is where the unsolicited e-mail is sent to persons with whom the sender has a pre-existing business, professional or personal relationship or to persons who have previously indicated their consent to receive e-mail from the sender from time to time, for example by ticking a box to that effect on the vendor's web site. Unless these requirements are met, the Client must not send unsolicited bulk e-mail on The Missing Link's Network. If these requirements are met, the Client must also provide an unsubscribe function on their web site (and make this function known to recipients in the relevant e-mails) which allows those recipients to elect to be removed from that mailing list.

A Client using The Missing Link's Network to run an e-mail subscription service must also observe the following requirements:

- (a) a subscriber of the subscription service must nominate their own e-mail address to the Client;
- (b) the Client must then send an e-mail to the subscriber seeking confirmation that the subscriber wants to be added to the Client's mailing list;
- (c) the subscriber's e-mail address is only to be added to the Client's mailing list if the subscriber replies to the Client's request e-mail confirming that the subscriber wants to be added to the Client's mailing list;
- (d) if the subscriber fails to reply within 14 days, the Client must remove the subscriber's e-mail address from the Client's e-mail mailing list; and
- (e) the Client's unsubscribe function must allow for immediate removal of an e-mail address from the Client's mailing list when requested by a subscriber and for a reply confirming removal to be sent to the Subscriber.

The following activities are also prohibited uses of The Missing Link's Network:

- (a) sending e-mail, or causing e-mail to be sent, to or through The Missing Link's Network that hides or obscures the source of the e-mail, that contains invalid or forged headers or domain names or deceptive addressing;
- (b) receiving or collecting responses from bulk unsolicited e-mail whether the original was sent via The Missing Link's Network or not or hosting a web site to which recipients of bulk unsolicited e-mail are directed;
- (c) relaying e-mail from a third party's mail server without permission or which employs similar techniques to hide or obscure the source of the e-mail;
- (d) collecting or harvesting screen names or e-mail addresses of others for the purpose of sending unsolicited e-mails or for exchange;
- (e) sending large or numerous e-mails for the purpose of disrupting another's computer or account;
- (f) sending e-mail that may damage or affect the performance of the e-mail recipient's computer;
- (g) persistently sending e-mail without reasonable cause or for the purpose of causing annoyance, inconvenience or needless anxiety to any persons; or
- (h) connecting to The Missing Link's Network with an open relay mail server or any other device which may allow third parties, whether connected to The Missing Link's Network or to another service provider, to use that mail server or device for the purposes of sending electronic messages, solicited or otherwise, with or without the Client's prior knowledge or consent.

2. NEWSGROUPS

The Client must not use The Missing Link's Network or allow The Missing Link's Network to be used to:

- (a) engage in mass posting of messages to newsgroups;
- (b) post advertisements other than in newsgroups that specifically encourage or permit advertising;
- (c) post binary files other than in newsgroups that specifically encourage or permit such postings;
- (d) post large or numerous messages with purpose of disrupting a

newsgroup; or

- (e) send messages that contain invalid or forged headers or domain names or deceptive addressing.

3. PROHIBITED USE

Without limiting any other obligation in this Acceptable Usage Policy, a Client must not use The Missing Link's Network, or allow The Missing Link's Network to be used:

- (a) in a manner which causes that Client to breach its Client Agreement with The Missing Link, or to breach a law (including a foreign law), a code or an instrument which governs the Client's conduct;
- (b) in a manner which could cause The Missing Link to breach, or be involved in a breach of law (including a foreign law), a code or an instrument which governs The Missing Link's conduct;
- (c) in a manner which could result in The Missing Link incurring a liability to any person;
- (d) in a manner which could interfere with a Client's service, The Missing Link's Network or The Missing Link's equipment, or the network or equipment of another person, or the provision by The Missing Link of services to a Client or another person;
- (e) to engage in conduct or activities that The Missing Link considers could adversely affect or prejudice The Missing Link's reputation or brand; or
- (f) in a manner which attempts to manipulate or bypass any limitations on a Client's service by any means.

4. VIOLATION OF ACCEPTABLE USAGE POLICY

The Missing Link is serious about ensuring the lawful and proper use of The Missing Link's Network, and in particular, working towards eliminating inappropriate use of newsgroups; and unsolicited e-mails of an advertising or promotional nature, from travelling through its network, whether originating from a Client or not. If The Missing Link, in its complete discretion, considers that this Acceptable Usage Policy has been violated in any way whatsoever, The Missing Link reserves the right to take all legal and technical steps available under the Client Agreement including suspending or disconnecting a Client's service. The Missing Link may also take remedial action if the law or a regulator or other authority requires The Missing Link to do so.

Such remedial action may include:

- (a) immediately terminating or suspending the provision of a Client's service;
- (b) if the Client's service involves The Missing Link publishing, hosting, linking to, or otherwise making available material or content provided or selected by the Client, removing or disabling access to that material or content;
- (c) giving a Client a notice to stop the activities or conduct, or to take steps to remedy the Client's breach of this Acceptable Usage Policy;
- (d) giving a Client a warning that any further repetition of the activity or conduct will result in The Missing Link immediately terminating or suspending the provision of a service to the Client; and
- (e) reporting of the activities or conduct to relevant authorities.

The Missing Link will attempt to notify a Client before The Missing Link terminates or suspends that Client's services if it is reasonably possible to do so. However, a failure to notify a Client will not affect any such termination or suspension.

5. VIRUSES, WORMS, TROJANS, DENIAL OF SERVICE ATTACKS, ETC

As you should be aware, it is important to protect your computer and any connected networks against higher level computer programs (such as viruses, worms, trojans and other malicious programs) and lower level Denial of Service (DOS) attacks that can be distributed or propagated via the Internet, including electronic mail. It is the Client's responsibility to ensure that the Client has in place appropriate protection for the Client's systems and to prevent circulation of such computer programs and attacks from the Client's computer or networks through The Missing Link's Network. Such protection methods may include firewalls, an appropriate policy regarding email attachments, the most up to date virus scanning software, etc.

While The Missing Link makes reasonable efforts to ensure the security of its network, it cannot and does not guarantee that viruses and other detrimental programs will not be distributed via The Missing Link's Network. In accordance with the Client Agreement, The Missing Link is not liable for any degradation in service, increased download or damage suffered by a Client as a result of any program received or sent by the Client over The Missing Link's Network.