

Acceptable Use Policy

1. Purpose

This Acceptable Use Policy outlines certain types of activity that are expressly prohibited by BIGLOBE Inc. and Fullroute Pte. Ltd. (collectively "BIGLOBE Group") to users of the BIGLOBE Group's network, AS2518, ("BIGLOBE Network") and related products and services (the "Services"). This Policy is in addition to any restrictions or other limitations on use that a user may be subject to by virtue of any service agreement or other terms and conditions executed between a user and BIGLOBE Group ("Service Agreement").

2. Application

This Policy applies to all users of the BIGLOBE Network. For the purposes of this Policy, a "User" includes, collectively, a BIGLOBE Group customer, its customers or end users, resellers, distributors, or any person or entity that utilizes the BIGLOBE Network for any purpose whatsoever. The terms of use contained in this Policy are intended to be in addition to any contractual terms included in a User's Service Agreement. In the event of a conflict between this Policy and a Service Agreement, the terms of the Service Agreement shall prevail.

3. Use of the BIGLOBE Network

By accessing and utilizing the BIGLOBE Network and related services, Users understand and acknowledge that:

- BIGLOBE Group does not routinely monitor the content of its User's communications and except for violations of this Policy, does not attempt to control, edit or otherwise police the content of its Users' communications or other use of its Network or its Services;
- Notwithstanding the foregoing, BIGLOBE Group reserves the right to monitor its Network, including, but not limited to, User communications, in order to ensure compliance with this Policy, maintain its own network security, or to address and resolve system problems with the BIGLOBE Network or Services. The BIGLOBE Network is not considered a secure communications medium.
- User is responsible for the security of its account(s) and password(s);
- Except for products or services identified as being supplied by BIGLOBE Group, BIGLOBE Group does not operate, control, or endorse any information, product or services available on the Internet; and

- The Internet contains unedited materials, some of which may be sexually explicit or offensive. A User accesses such materials at its own risk.

4. Prohibited Activities

a. Illegal Use

The BIGLOBE Network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

b. System and network security

Violations of system or network security are prohibited, and may result in criminal and civil liability. BIGLOBE Group will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorized 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 authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Denial of service or interference with service to any User, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
- Use of IRC bots or clonebots.

c. Inappropriate or harmful content

Users shall not use BIGLOBE Network and Services to transmit, distribute or store (a) material that is inappropriate, as reasonably determined by BIGLOBE Group, (b) material

that is obscene (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent, or (c) material that may be harmful to or interfere with BIGLOBE Network and Services or any third party's networks, systems, services, or Web sites. Such prohibited harmful content includes, but is not limited to, viruses, worms, password-cracking programs or Trojan horses.

d. Email

Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A User shall not use another site's mail server to relay mail without the express permission of the site.

e. Usenet

Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting, also known as "SPAM") is explicitly prohibited.

f. Other Types of Misuse

BIGLOBE Group reserves the right to protect its Network and its Users from any activity that it deems, in its sole discretion, to be an abuse or misuse of its Network. Such misuse or abuse may include, but is not limited to, unauthorized attempts to gain root access or access to any account not belonging to that User, use of the BIGLOBE Network as a "staging ground" to disable other systems or networks, or any other use that adversely affects the ability of other Users or systems to use the BIGLOBE Network.

Indirect or attempted violations of the policy, and actual or attempted violations by a third party on behalf of a BIGLOBE Group user, shall be considered violations of the policy by such user.

5. Investigation and Remedial Action

It is BIGLOBE Group's policy to investigate complaints in a commercially reasonable and prompt manner. BIGLOBE Group reserves the right to take such actions as it, in its sole discretion, deems necessary to secure the BIGLOBE Network or the rights of any User, including, without limitation, suspension of Service. A violation of this Policy by a User may also be a breach of its Service Agreement with BIGLOBE Group.

Where a User is the subject of multiple or repeated complaints for the same or similar conduct, in addition to any other rights BIGLOBE Group may have, BIGLOBE Group may charge that User the reasonable costs of its investigation into such complaints.

Where BIGLOBE Group determines, in its sole discretion, that a User is a repeat infringer, BIGLOBE Group reserves the right to terminate that User's services without further notice.

6. No Warranties; Limitation of Liability

BIGLOBE Group services are offered on an "as is, as available basis". BIGLOBE Group hereby disclaims all warranties, whether express or implied, of any kind whatsoever, including, without limitation, the warranties of non-infringement, the warranties of merchantability or fitness for a particular purpose.

BIGLOBE Group shall not be liable for any claims or damages, whether direct or indirect, consequential, or special, including, without limitation, loss of data or lost profits, arising out of user's use of the BIGLOBE Network or its related products and services.

In any jurisdiction that does not permit a party to disclaim all liability, then the BIGLOBE Group liability shall be limited to the maximum extent permitted by law.

Any and all claims by user are governed exclusively by its service agreement with BIGLOBE Group.

Users agree to indemnify and hold harmless BIGLOBE Group, its owners, and its and their suppliers and licensors, officers, directors, employees, agents and affiliates from any claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorney's fees) arising out of or related to user's use of the Service, any materials downloaded or uploaded through the Service, any actions taken by users in connection with user's use of the Service, any violation of any third party's rights or an violation of law or regulation, or any breach of this Policy.

7. Changes to the AUP

BIGLOBE Group reserves the right to modify this Policy in its discretion at any time. Such modifications will be effective when posted. Any use of the Service after such modification shall constitute acceptance of such modification

Contact Us <http://www.fullroute.net/contact.html>