

## ACCEPTABLE USE POLICY

### 1. Acceptance of Acceptable Use Policy

This Acceptable Use Policy (the "**Policy**") applies to all persons and entities (collectively, "**Customers**") using the products and services of Viatel including Internet services. This Policy is designed to protect the security, integrity, reliability and privacy of both the Viatel network and the product and services Viatel offers to its Customers (the "**Services**"). Viatel reserves the right to modify this Policy from time to time, effective immediately upon posting of the modification. Your use of Viatel's Services constitutes your acceptance of the Policy in effect at the time of your use. If you do not accept the terms of this Policy, you must leave the relevant website immediately and not use any Viatel systems and Services.

Viatel supports the free flow of information and ideas over the internet and does not actively monitor use of the Websites and Viatel systems under normal circumstances. However, Viatel seeks to balance this aim with Viatel's obligations to other users, third parties and at law. Viatel does therefore conduct random checks or investigations from time to time to ascertain compliance with this Policy and to comply with or investigate any enforcement agency or police request or other complaints.

You are solely responsible for any and all acts and omissions that occur during or related to your use of the service, and you agree not to engage in any unacceptable use of the service. Additional terms and conditions apply when you enter into any contract with Viatel for Viatel services and these terms of use and this Policy is incorporated into such agreements by reference.

### 2. Prohibited Uses

Unacceptable use includes, but is not limited, to any of the following:

- 2.1 Illegal Activity, Viatel's services shall at all times be used in compliance with all applicable laws. Accordingly, Viatel strictly prohibits the use of services for the transmission, distribution, retrieval, or storage of any information, data or other material in violation of any applicable law or regulation. This prohibitions includes, without limitation, the use or transmission of any data or material protected by copyright, trademark, trade secret, patent or other intellectual property right without proper authorisation and the transmission of any material that constitutes an illegal threat or is obscene, defamatory or otherwise unlawful.
- 2.2 Installation or distribution of "pirated" or other software products that are appropriately licensed for use by the customer.
- 2.3 Deceptive marketing practices
- 2.4 Actions that restrict or inhibit anyone, whether a customer of Viatel or otherwise, in his or her use or enjoyment of Viatel's products and services, or that generate excessive network traffic through the use of automated or manual routines that are not related to ordinary personal or business use of Internet services.
- 2.5 Introduction of malicious programs into the Viatel network or servers or other products and services of Viatel (i.e. viruses, trojan horses or other harmful programs).
- 2.6 Causing or attempting to cause security breaches or disruptions of Internet communications.
- 2.7 Executing any form of network monitoring that will intercept data not intended for the customer.
- 2.8 Circumventing user authentication or security of any host, network or account.

- 2.9 Interfering with or denying service to any user other than the customer's host (e.g. denial of service attack).
- 2.10 Use of the websites, Viatel systems or services to conduct any fraudulent activity including, without limitation, any "pyramid scheme", "ponzi scheme" or "chain letter.
- 2.11 Harrasment, whether through language, frequency or size of messages.
- 2.12 Unauthorised use or forging of mail header information
- 2.13 Use of unsolicited E-mail originating from within the Viatel network or networks of other Internet Services Providers on behalf of or to advertise any service hosted by Viatel or connected via the Viatel network
- 2.14 Any other inappropriate activity or abuse of the services (as determined by Viatel in its sole discretion.

No failure or delay in exercising or enforcing this Policy shall constitute a waiver of the Policy or of any other right or remedy. If any provision of this Policy is deemed unenforceable due to law or change in law, such a provision shall be disregarded and the balance of the Policy shall remain in effect.

### 3. Content

The Internet contains material that is inappropriate for minors and may cause offence to others. We do not censor or restrict access to any material or information on the Internet unless required to do so by a competent authority. It is your responsibility to determine restrictions on access. We will however refer any complaints to the Hotline ([www.hotline.ie](http://www.hotline.ie)) run under the auspices of the Irish Internet Advisory Board for further investigation. Use of the Services by minors should be supervised and you should always bear in mind the inherent nature of the Internet.

### 4. Enforcement

- 4.1 Viatel may take action as is appropriate to be taken against a user on a case by case basis, including;
  - (i) remove any material that, in Viatel sole discretion may be inappropriate or that Viatel may suspect to be illegal, may subject Viatel to liability, damage Viatel reputation or which may violate this Acceptable Use Policy or where Viatel is required to do so by law;
  - (ii) issue you with verbal or written warnings and take such further action as Viatel deems appropriate if such warnings are not heeded;
  - (iii) suspend or terminate your access to any or all of the websites or Viatel systems and services without notice at any time;
  - (iv) inform the appropriate authorities and provide them with information regarding any suspected illegal activity; or
  - (v) bring legal action against your or any other user in relation to any breach by you or such other user of this Acceptable Use Policy or any illegal or suspected illegal activity.
- 4.2 You acknowledge that the services are provided to other users and we owe a duty to them as a whole to preserve our network integrity and to avoid network degradation. If, in our reasonable opinion, we consider it necessary to maintain our network integrity or prevent network degradation we may change your services, (including without limitation, your transmission speed) or manage your use of, or access to our broadband service as we see fit in the circumstances. These reasons include, but are not limited to, any circumstances where you are running an application or program that places excessive demands on service for continued periods.

- 4.3 For the reasons set out above and in accordance with the terms of this Policy, we may, at any time and at our sole discretion, impose a fixed limit or a cap to the amount of data that you may download and/or upload if your usage is affecting, or may affect, other users' enjoyment of the services. We will always endeavour to act reasonably when exercising our discretion in this regard.
- 4.3 In addition to the above, you accept that we may apply limits to your use of any service, which we provide. We may do this on various grounds including, without limitation, any use of the services by you, which is inappropriate or unfair or affects (or may affect) other users' enjoyment of the service or is significantly different from the usage that we would expect from a typical consumer/business user as applicable.
- 4.4 Your breach of this Policy may also give rise to termination of or further action under any other contract that you may have with Viatel that incorporates this Policy.
- 4.5 You acknowledge that Viatel may be required by law or regulation to access, monitor, store or copy material sent by you or to you or other users without further notice.
- 4.6 In addition to the obligations set out in clause 2 you agree that in using the websites, Viatel services and systems, you will at all times comply with all relevant laws and regulations.
- 4.7 You agree to compensate us for any loss or damage that may be caused to Viatel (including reasonable legal costs) as a consequence of your breach of this Policy

## 5. Complaints and Contact Information

Any complaints, questions or comments regarding this Policy, prohibited use or other abuse of the Viatel Network, should be sent to [care@viatel.com](mailto:care@viatel.com), or write to Viatel at;

Customer Services,  
Viatel Ireland Limited,  
Unit 1 College Business & Technology Park,  
Blanchardstown, Dublin 15