

AIT Data Centre Acceptable Use Policy

The Acceptable Use Policy ("AUP") of Ambient iT Pty Ltd is designed to enhance the on-line experience of all Internet users by fostering the free flow of information and ideas over the Internet while prohibiting unacceptable use. Our AUP contains the terms and conditions for use of Ambient iT's services providing Internet access (the "Services"). All users of the Services must comply with our AUP as modified from time to time. By accessing or using the Services you agree to be bound by our AUP.

Under normal circumstances Ambient iT does not actively monitor use of the Services. Nor do we edit or otherwise control the content of any Web site, electronic mail transmission, news group, or other material developed or accessible with use of or through the Services, except for certain proprietary Web sites. Ambient iT may remove any materials that Ambient iT in its sole discretion, determines are in violation of this AUP, are illegal, subject Ambient iT to liability, or are otherwise offensive or inappropriate. In addition, in cooperation with governmental authorities or other third parties Ambient iT may investigate any suspected or alleged crime or civil wrong committed with use of the Services.

Violations

Violations of this AUP include, without limitation, the following:

- General illegal use: Using the Services or facilities in a way that violates any applicable law or regulation.
- Canceling messages of other users: Using the Services to cancel another's message, except that a user may cancel postings forged in that user's name. We may cancel any postings that violate this AUP.
- Collecting personal data: Using the Services to collect, or to attempt to collect, personal information about third parties without their knowledge or consent.
- Disrupting Ambient iT services or facilities: Using the Services or facilities for any activity that adversely affects the ability of other people or systems to use the Services or the Internet. This includes "denial of service" attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the customer's responsibility to ensure that their network is configured in a secure manner.
- Exceeding Allotted Web Site Size and Traffic Limitations: If a customer site exceeds its allotted size or monthly allotment of traffic, the site will become unavailable until the beginning of the next calendar month. Such unavailability may include, but will not be limited to, the inability to access the site publicly or to post or modify the site's contents.
- Forgery, impersonation, or fraud: Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. Using deliberately misleading headers in news postings in order to avoid spam e-mail address collectors is not allowed. Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as a pyramid scheme or chain letter is prohibited.
- Hate Speech, Harassment, Threats, and Harm to Minors: Using the Services to post or transmit e-mail or material that is hateful, harassing, threatens physical violence or the destruction of property, or harms or attempts to harm minors in any way.
- Infringing Intellectual Property: Using the Services to transmit any material (by e-mail, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of

copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

- Misuse of Usenet group: Ambient iT Customers should comply with published guidelines, FAQs, or community standards describing appropriate and inappropriate Usenet group participation and postings. The continued posting of off-topic articles in a newsgroup is prohibited. Many newsgroups consider commercial advertisements off-topic. Before posting to any newsgroup, please familiarize yourself with basic Usenet netiquette. Ambient iT considers multi-posting to 10 or more groups within any two-week period to be excessive.
- Reselling the services: Reselling the Services without Ambient iT express written authorization.
- Sharing accounts: Sharing a customer's account with another party for purposes of avoiding payment for a second account is strictly prohibited. Moreover, if you share your account with another party, you agree to be held accountable for their actions.
- Unauthorized access: Using the Services to access, or to attempt to access, the accounts of others; to port scan; or to penetrate, or attempt to penetrate, security measures of Ambient iT's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- Unsolicited commercial or bulk e-mail/SPAM: Using the Services to transmit any unsolicited commercial e-mail or unsolicited bulk e-mail, or using the service of another service provider to transmit any unsolicited commercial e-mail or unsolicited bulk e-mail that advertises, or otherwise solicits a response to, IP address(es) routed over Ambient iT's network. Also using the Services in violation of our Mass Mailing Policy, which is incorporated herein by reference.

Reporting Violations

Ambient iT requests that anyone who believes that there has been a violation of this AUP report the alleged violation to us at abuse@ambient-it.com.au. Please submit the following information to report a violation of the AUP:

- The IP address used to commit the alleged violation.
- The date and time of the alleged violation, including the time zone or offset from Greenwich Mean Time (GMT).
- Evidence of the alleged violation.

Consequences of Violating the AUP

It is Ambient iT's goal to provide a quality service for all users, including users of the other service providers and their associated networks. Accordingly, Ambient iT reserves the right to modify and disable a Customer's or user's service any time that the user violates the AUP or such a violation is reported. Ambient iT may take any one or more of the following actions, in its sole discretion, in response to a reported or otherwise discovered AUP violation:

- Issue verbal or written warnings
- Suspend the customer's account
- Terminate the customer's account
- Bill the customer for reactivation charges
- Pursue legal remedies for violations

Ambient iT will not reimburse any Customer whose Service is suspended or disabled due to any of the reasons listed above. In the event that your account should become suspended or terminated, you will still be

responsible for all charges to your account, including, but not limited to, hardware charges, installation fees, and any other early termination liabilities.

Indemnifying Ambient iT for AUP Violation

All users of the Services agree to indemnify, waive and hold Ambient iT Pty Ltd, its officers, directors, shareholders, employees, agents, subsidiaries and affiliates harmless from any and all claims and expenses related to the user's violation of this agreement, including any abusive or unlawful behavior on the part of the user or anyone using the user's account, or the infringement of any intellectual property or privacy rights of any person or entity. This means that you cannot sue or recover damages whatsoever from Ambient iT, Inc. as a result of Ambient iT's decision to remove material from its servers, warn you, suspend or terminate your account or take any other action during the investigation of a suspected violation or as a result of Ambient iT's conclusion that a violation has occurred.

AUP Changes

Ambient iT reserves the right to revise, amend, or modify this policy at any time and in any manner without prior notice, and with such changes effective upon posting.