



## **ANNEX A12 – ACCEPTABLE USAGE POLICY**

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The following clauses describe the acceptable usage policy agreed, accepted and observed by the customer for all Services provided by BMIT Limited, its affiliates, successors and assigns (the "Service Provider" or "BMIT") to its customers ("Customer") and contains the terms and conditions that govern a Customer's access to and use of the Services as defined below. These Terms and Conditions are ancillary to the Master Agreement. Upon expiry or termination of the Master Agreement, these Terms and Conditions shall be deemed automatically terminated.

### A12-1. **Use of the Services by the Customer.** The Customer:

- i. will be responsible for obtaining and maintaining Customer's Equipment unless otherwise agreed with the Service Provider.
- ii. will ensure at all times that its use of any software and the Services, including connection of the Customer Equipment to Service Provider, is in accordance with all applicable data protection and other laws, licences, codes of practice and regulations.
- iii. understands and acknowledges that the Internet contains material of the nature specified in Clause A12-2 below, which a person may find offensive or that, if the Customer views or posts, publishes, transmits or downloads such material it does so at its own risk of prosecution.
- iv. understands and acknowledges that the Services provided are subject to the condition that there will be no abuse or fraudulent use thereof. Abuse and fraudulent use of Services shall include (without limitation):
  - a) obtaining, or attempting to obtain, the Services by rearranging, tampering with, or making connection with any facilities of Service Provider, or by any trick, scheme, false representation or false credit device, or by or through any other fraudulent means or devices whatsoever, with intent to avoid payment, in whole or in part, of the regular charges for the Services;
  - b) attempting to, or actually obtaining, accessing, altering, or destroying the data files, programs, procedures and/or information of Service Provider or of another user of Service Provider;
  - c) assisting another to perform the acts prohibited in A12-1.iv.a or A12-1.iv.b above;
  - d) using the Services in such a manner as to interfere unreasonably with the use of the Services by any other user or authorised person.
- v. understands and acknowledges that neither the Internet nor Service Provider's system is secure and accordingly Service Provider cannot guarantee the privacy of any of the Customer's information unless the Customer uses safe encryption software; this notwithstanding, Service Provider shall use its reasonable endeavours to procure that its server is at all times secure and thus to ensure the privacy of any of the Customer's information.
- vi. agrees that it is solely responsible for all use of the Services accessed through the Customer's password and/or other electronic identifiers with or without its consent and will pay for such use where such password and/or other electronic identifiers were disclosed to the person/s making use of the Services as aforesaid by the Customer; provided that where person/s making such use as aforesaid is/are the Customer's officers or employees, it shall be deemed that the password and/or other electronic identifiers were disclosed to such officers or employees by the Customer.

### A12-2. **Customer's Undertakings.** The Customer undertakes for itself and for any other party using its access to the Services:

- i. not to use the Service to commit a criminal offence or in any case for any illegal purpose;
- ii. not to use the Service to seek unauthorised access to any computer systems;

- iii. not to tamper with routing and domain name services in order to "spoof" other computer networks and users;
- iv. not to send any message, e-mail or other communication which, under the law of the country of Service Provider, Customer or recipient or under international conventions, codes or regulations applicable to the Internet:
  - a) is in breach of those laws, codes or regulations including but not limited to infringement of copyright and other intellectual property rights ("IPR's"), defamation, theft, fraud, drug-trafficking, money-laundering and terrorism;
  - b) may incite violence, sadism, cruelty or racial hatred;
  - c) may facilitate prostitution or paedophilia;
  - d) is pornographic, obscene, indecent, abusive, offensive or menacing.
- v. not to create and/or introduce intentionally or through negligence into the Services any virus or other destructive or contaminating program or advise any other party how to do so;
- vi. not to invade the privacy of other users of the Services or the Internet in general, including sending unsolicited e-mails ("spamming") nor to collect or transfer personal data on individuals without their consent;
- vii. to use an up-to-date virus-scanning program on all material downloaded from the Services;
- viii. to maintain confidentiality of its login names, passwords and other confidential information relating to the Customer's access to the Service and Service Provider; provided that the Customer shall not be deemed to be in breach of this obligation if it discloses such names, passwords or confidential information to its officers and employees or to its agents authorised to make use of the Services;
- ix. when giving any payment or credit card information via the Services, to ensure that the same is accurate, complete and up-to-date and the User has the authority to give such information;
- x. not to resell, rebrand or otherwise commercialise the Service to any third parties except as per the Additional Terms and Conditions in Annex J to this Agreement.
- xi. not to abuse or fraudulently use the Service, including but not limited to the following:
  - a) obtain or attempt to obtain service by means or device with intent to avoid payment; or
  - b) gain unauthorised access, alter, destroy, or make an attempt thereof, to any information of another Customer by any means or device; or
  - c) interfere with the use of other Customers' networks; or
  - d) Engage in any activity in violations of the Laws of Malta or in aid of any unlawful act;

A12-3. **Miscellaneous.** The Service Provider reserves the right to modify this Acceptance Usage Policy at any time, by giving thirty (30) days advance notice to Customer during which period Customer shall indicate its intention to accept or object to such modifications, provided that Customer shall not unreasonably withhold its consent for modification from Service Provider.