

Acceptable Use Policy

1 INTRODUCTION

BSO and its subsidiaries (collectively "BSO") have formulated this acceptable use policy in order to encourage the responsible use of BSO's networks, systems, services, websites and products (collectively "BSO's Network and Services") by our customers and other users ("Users"), and to enable us to provide our Users with secure, reliable and productive services.

- 1.1 This acceptable use policy ("Policy") sets out:
 The minimum standards of behaviour required from you when you use our network and the internet via our network; certain actions which are prohibited; and what we may do if you fail to meet those minimum standards
- 1.2 The Policy is designed to protect both you and BSO from any claims from third parties that your use of BSO's services is inappropriate or damaging to such third parties.
- 1.3 The actions prohibited and the minimum standards set out in the Policy are not a complete list. If you are unsure about any contemplated action or use please contact eusupport@bsonetwork.com.
- 1.4 By using the Services you agree to be bound by our Policy.

2 GENERAL CONDUCT

BSO's Network and Services must be used in a manner that is consistent with their intended purposes and maybe used only for lawful purposes. Users may not use BSO's Network and Services in order to transmit, distribute or store material

- 2.1 in violation of any applicable law or regulation;
- 2.2 in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others;
- 2.3 that is fraudulent, obscene, defamatory, libellous, threatening, abusive or hateful or contains a virus, worm, Trojan horse, or other harmful component;
- 2.4 containing fraudulent offers for goods or services or any promotional materials that contain false, deceptive or misleading statements, claims or representations; or
- 2.5 generally, in a manner that may expose BSO or any of its personnel to criminal or civil liability.

3 LAWFUL USE OF RESOURCES

- 3.1 BSO requires its customers to comply with BSO's instructions and all legal and regulatory requirements relevant to their system, network and any services they may provide within the countries in which they operate. Where a customer fails to meet such legal and regulatory requirements the customer agrees to indemnify BSO against all losses, expenses, costs (including legal costs) or damages which may be suffered or incurred by BSO in relation thereto and which have been determined by a final non-appealable decision of a competent court.
- 3.2 It is BSO's policy to assist police and law enforcement bodies in any practicable way when required by applicable law. BSO reserves the right to disclose information to such bodies or highlight any concern of potential illegal activities being carried out via BSO's networks or systems.

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- 4.1 Under no circumstance will any BSO customer transmit unsolicited bulk email of any kind or permit the usage of unsolicited bulk email to advertise any site located on the BSO network.
- 4.2 Any mail server connected to the BSO network must not be configured as an open relay. Such a server could be used for the unauthorised transmission of bulk email, should this occur the transmission would be considered to have originated from the customer.
- 4.3 Customers must not use the BSO network or systems to transmit email with modified, false, inaccurate or purposefully erroneous headers or other information so that the origin of the e-mail is unclear or deceptive.

5 DISRUPTION OF SERVICE AND NETWORK SECURITY BREACHES

You agree to the following:

- 5.1 Under no circumstances should BSO customers utilise BSO's network or systems to gain or attempt to gain unauthorised access to any system. Actions considered unacceptable include, but are not limited to, network probing, network mapping, vulnerability scanning or the exploitation of vulnerabilities or misconfigurations in systems or networks, without prior authorisation with the intention of gaining unauthorised access or for any other purpose.
- 5.2 Any packets transmitted onto or across the BSO network by BSO or its customers should contain the correct source address of the emanating system. Any packets for which this is not the case may be prevented from traversing the BSO network without additional notice.
- 5.3 Networks must be configured so as not to accept external broadcast traffic.
- 5.4 BSO customers must not utilise any protocol or service with the intent of disrupting or preventing the legitimate use of any service by others.
- 5.5 Customers must not use BSO networks or systems to transmit viruses.
- 5.6 Customers must not use BSO networks or systems to install directly or indirectly any unauthorised software or other system modification on any system without prior authorization of the system owner.
- 5.7 Customers must not attempt to intercept or modify any traffic traversing the BSO network.
- 5.8 BSO customers will not collect any personal information about other users of the Services without either the consent of those users.
- 5.9 BSO does not make any guarantee about the security of data travelling over its networks. While BSO takes every practical step to protect such data it remains the responsibility of the communicating parties to ensure the security and integrity of their data.
- **5.10**BSO accepts no responsibility for the security of customer systems connected to the BSO network. Such security remains the responsibility of the customer.
- 5.11 Where a customer feels their security / privacy may have been compromised via a system connected to the BSO network it is entirely the customers responsibility to seek redress from any third parties. BSO will take all lawful and practicable steps to assist in any such investigation which maybe required, subject to the rights of such third parties.

6 USE OF MATERIAL

- 6.1 BSO customers accept that BSO cannot control and is not responsible for the content of the Internet. Any concerns regarding the content of systems or networks not located on the BSO network should be directed at the relevant system or network owners and not at BSO.
- **6.2** BSO customers agree to conform to Internet protocols and standards.
- 6.3 BSO customers may not use BSO networks or systems to distribute copyright material unless they are authorised to do so by the copyright owner.
- 6.4 BSO customers must not use BSO networks or systems for improper or unlawful purposes or to receive or send messages which are. in BSO's reasonable opinion. offensive, indecent, obscene, menacing, malicious or defamatory, or which infringe any intellectual property right (including, without limitation, trade marks, copyright, or rights relating to domain names), nor allow others to do so.
- 6.5 BSO takes no responsibility for any material created or accessible on or through BSO's Networks and Services that is not posted by or at the request of BSO. BSO does not monitor nor exercise any editorial control over such material, but reserves the right to do so to the extent permitted by applicable law. BSO is not responsible for the

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content of any web sites other than BSO's web sites, including for the content of web sites linked to such BSO's web sites. Links are provided as Internet navigation tools only.

7 USE OF USENET NEWS FACILITIES

Users may have access through BSO's Network and Services to search engines, subscription web services, chat areas, bulletin boards, web pages, Usenet, or other services that promulgate rules, guidelines or agreements to govern their use. Users must adhere to any such rules, guidelines and agreements. Users who post messages to Usenet newsgroups are responsible for becoming familiar with any written charter or FAQ governing use of such newsgroups and complying therewith. Regardless of such policies,

- 7.1 Usenet facilities should be used only in accordance with relevant Usenet group rules.
- 7.2 Binaries should only be posted to binary Usenet groups.
- 7.3 Commercial or advertising messages should not be posted to multiple news groups

8 VIOLATION OF THIS ACCEPTABLE USE POLICY

BSO is not obliged to take active steps to monitor customer compliance with this Policy. In the event that BSO becomes aware of a breach of this Policy BSO may take any or all of the following actions:

- 8.1 BSO may inform a network administrator of an issue or incident;
- 8.2 BSO may require help from a customer in resolving a security incident where that customer's system(s) may have been involved;
- 8.3 BSO may charge the offending party for the time and resources used in dealing with the breach; or
- 8.4 BSO may, without notice, suspend or terminate a network connection or connections.

9 SYSTEM AND NETWORK SECURITY

Users are prohibited from violating or attempting to violate the security of BSO's Network and Services, including, without limitation,

- 9.1 accessing data not intended for such User or logging into a server or account which such User is not authorised to access;
- 9.2 attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation;
- 9.3 attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mailbombing" or "crashing";
- 9.4 forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; or
- 9.5 taking any action in order to obtain services to which such User is not entitled. Violations of system or network security may result in civil or criminal liability. BSO will investigate occurrences that may involve such violations and may involve, and co-operate with, law enforcement authorities in prosecuting Users who are involved in such violations.

10 OTHER ACTIVITIES

10.1 BSO's customers must not engage in any activity, either lawful or unlawful, which BSO considers detrimental to its subscribers, operations, reputation, goodwill or customer relations.

11 CUSTOMER FAMILIARISATION

- 11.1 Customers are expected to make themselves aware of any laws relevant to the service they are providing.
- 11.2 BSO is not responsible if a customer fails to make themselves properly aware of laws effecting the service(s) they provide.
- 11.3 BSO may, at its sole discretion, modify this Policy from time to time. Your continued use of the Services signifies your acceptance of any modifications to this Policy. Please check the Policy from time to time

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Michael OURABAH, CEO

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