



(Cable & Wireless) Internet and e-Learning Acceptable Use Policy

C&WJ provides to business and consumer users several information technology related services, including such service as web based e-Learning, Internet access, various electronic mail (email) packages and services, World Wide Web hosting arrangements, and other online and Internet-related services.

It is contrary to C&WJ policy for any user of any of these services to effect or participate in any of the following activities through a C&WJ-provided service:

1. To post messages substantially similar in content to ten (10) or more Usenet or other newsgroups, forums, listservs or other similar groups or lists (each a "List");
2. To intentionally post to any List articles which are off-topic according to the bulletin board or other owner-published FAQ or description of the group or list
3. To send Unsolicited E-mail, if such Unsolicited E-mail could reasonably be expected to provoke complaints. Except as otherwise defined under applicable law, "Unsolicited E-mail" does not include any message addressed to an individual (i) with whom the sender has a pre-existing and ongoing business or personal relationship, (ii) from a non-commercial organization or entity of which the individual is a pre-existing member or (iii) a posting to a List that does not otherwise violate this Policy To interfere with other users use of a C&WJ service;
4. To interfere with other users use of a C&WJ service;
5. To falsify user information provided to C&WJ or to other users of the service in connection with use of a C&WJ service;
6. To post or transmit any file which contains viruses, worms, 'Trojan horses' or any other contaminating or destructive features
7. To engage in any of the foregoing activities by using the service of another provider, but channelling such activities through a C&WJ account, remailer, or otherwise through a C&WJ service or using an C&WJ account as a mail drop for responses or otherwise using the services of another provider for the purpose of facilitating the foregoing activities if such use of another party's service could reasonably be expected to adversely affect a C&WJ service;
8. To engage in any other activity which is either in violation of law, threatens the integrity of any computer system, or violates generally accepted standards of Internet conduct and usage including but not limited to denial of service attacks; web page defacement; port and network scanning and unauthorized system penetrations.

C&WJ considers the above practices to constitute abuse of our service and of the recipients of such unsolicited mailings and/or postings, who often bear the expense. Therefore, these practices are prohibited by C&WJ's terms and conditions of service. Engaging in one or more of these practices may result in termination or suspension of the offender's account and/or access to C&WJ services in accordance with the customer's agreement with C&WJ.

In addition, C&WJ reserves the right, where feasible, to implement technical mechanisms which block postings and messages as described above before they are forwarded or otherwise sent to their intended recipients. This policy addresses only the kinds of network abuse specifically enumerated above. In addition to these activities, C&WJ's terms and conditions of service also



prohibit other forms of abuse such as harassment and the posting of illegal or unlawful materials, and C&WJ will respond as appropriate to these other activities as well.

Nothing contained in this policy shall be construed to limit C&WJ's actions or remedies in any way with respect to any of the foregoing activities, and C&WJ's reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the C&WJ service, and levying cancellation charges to cover C&WJ's costs in the event of disconnection of dedicated access for the causes outlined above. In addition, C&WJ reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

Security

Many of the C&WJ services we provide on this Web Site require your use of access codes or user ID's such as a login ID as well as a password or Personal Identification Number (PIN). C&WJ takes the safeguarding of such user information seriously. We also encourage you, the customer, to take steps in protecting your personal information.

We encourage you to keep such user information confidential at all times and we recommend that you change your password or PIN on a regular basis. If you think your PIN has been compromised, change it and contact us immediately.

You have a responsibility for the protection of such personal logon information and although C&WJ has implemented measures to safeguard such information on our servers, C&WJ shall not be liable for damages of any kind for loss arising from such information being compromised, due to your failure to safeguard such information or for third parties unauthorized access to or use of such information.

No Warranty or Liability

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