

ZAMNET COMMUNICATION SYSTEMS LTD
Acceptable Use Policy

a.Introduction

The main purpose of Zamnet's Internet service is to facilitate communication on the Internet. It is Zamnet's intention to allow all Zamnet users complete access to everything the Internet has to offer, at their discretion with minimal or no interference. To this end, Zamnet has developed this Acceptable Use Policy. This policy provides a guide as to what is considered inappropriate use of Zamnet's Internet access services and to inform customers of what actions Zamnet may take, with or without notice, in the event that Zamnet becomes aware of inappropriate use of its service. This policy will be used to help Zamnet's system administrators deal with complaints from users of Zamnet's Internet service or other Internet-connected computers, systems or networks and to determine when action must be taken. It is expected that all Zamnet customers will follow the policies set forth herein.

The AUP has been created to protect Zamnet's technical resources and Zamnet's ability to continue to provide high quality service to its customers, while promoting the integrity, security, reliability and privacy of Zamnet's systems and networks.

b.Agreement and amendments

This Acceptable Use Policy also constitutes an agreement between Zamnet and you regarding the provision of Zamnet's services to you and your use of these services. By using Zamnet's services, you acknowledge these terms and conditions and agree to be bound by and adhere to them. These terms and conditions may be amended from time to time at Zamnet's sole discretion, and any such amendment shall be automatically effective as to all customers when adopted by Zamnet.

c.Warranties, Disclaimer and Liability

i.Warranties

Zamnet makes no warranties, express or implied, including, but not limited to, those of merchantability or fitness for a particular purpose, with respect to Zamnet or any information or software provided by or obtained through use of Zamnet's Internet service. You release Zamnet from and Zamnet shall have no liability or responsibility for any direct, indirect, incidental or consequential damages suffered by you in connection with your use of or inability to use Zamnet services. This includes, but is not limited to, damages from loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions; or due to inadvertent release or disclosure of information sent by you even if the same is caused by Zamnet's own negligence. Use of the Internet or any connected or related computers, systems or networks is at your own risk.

ii.Limitations to actions

Without limiting the generality of the foregoing, ZAMNET Communication Systems Ltd disclaims to the full extent permitted by applicable law any responsibility for (and

under no circumstances shall be liable for) any conduct, content, goods and services available on or through the Internet or Zamnet's services.

iii.Limitation of liability

In no event shall Zamnet's aggregate liability exceed the amount paid by you to Zamnet for the services provided.

iv.Service is provided at discretion of users

Use of any information obtained via Zamnet's Internet service is at the user's own risk. Zamnet specifically disclaims any responsibility for the accuracy or quality of information obtained through its services.

d.Access to material on the Internet

Zamnet provides a *means of access* to information that includes information generally available through the Internet, its subsystems and related computers, services and networks; and Zamnet exercises no control whatsoever over the content of the information that can be accessed through its services. Use of any information obtained through Zamnet's Internet service is at your own risk.

i.Uncensored information

By subscribing to Zamnet's Internet services, you request access to all information provided through the Internet. Certain information that can be accessed on the Internet through Zamnet is inappropriate for minors, and may be offensive to you. Because Zamnet does not control the content of the information that is available on the Internet, it cannot ensure that inappropriate or offensive material will not be available to you or others, including minors, whom you may allow to access the Internet through your account. It is therefore, your responsibility to exercise control over such access.

ii.Customer's remedies and Zamnet's limits of liability

Third party solutions, which may be able to restrict access to certain types of information, are available through software vendors, but are not provided as part of any Zamnet services. Zamnet does not provide technical support nor does Zamnet guarantee the usability or reliability of any third party products available for any purpose.

e.Charges for services and non-transferability:

Zamnet services will be charged to you at the rates provided to you from time to time by mail to the address provided by you to Zamnet. Zamnet reserves the right to change its rates for services. If your payment to Zamnet by cheque or other means is returned unpaid or declined, you will immediately be deemed in default and subject to the current returned cheque charge or other fees incurred. If your account is in default, your service will be interrupted. Such interruption will not relieve you from the obligation to pay Zamnet's hourly, monthly or annual account charges. Accounts in default are subject to current reconnection fees before service will be resumed. If you default, you agree to pay Zamnet its reasonable expenses, including attorneys and other

fees incurred in enforcing its rights.

i.Limitations to actions

Nothing contained in these policies shall be construed to limit the action Zamnet may take or remedies available to Zamnet in any way with respect to any of the described conduct. Zamnet reserves the right to take any additional actions it may consider appropriate with respect to such conduct, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from Zamnet service, and levying cancellation charges to cover Zamnet's costs in the event of disconnection of dedicated access for the causes outlined above. In addition, Zamnet reserves at all times all rights and remedies available to Zamnet with respect to such conduct at law or in equity. Non-enforcement of any policy or rule herein does not constitute consent or waiver, and Zamnet reserves the right to enforce such policy or rule at its sole discretion.

ii.Non-Transferability of account

The right to use Zamnet's Internet service is not transferable. Use of a Zamnet account is expressly limited to the individual (or business) whose name appears on the account invoice and dependents (or authorised employees) of the account holder living (or working) at the same address.

f.Network Address Ownership

Any network address assignments issued by Zamnet (i.e., Class C address space) are the property of Zamnet and are considered a loan to its customers. In the event service with Zamnet is discontinued for any reason, such addresses will revert to Zamnet.

g.Security and liability

You are responsible for all charges incurred by the use of the login name(s) assigned to you and confidentiality of password(s) associated with the login names/accounts, including ensuring file protections are set correctly. If you lose your password you must contact Zamnet promptly at the address or phone numbers below (or found on your invoice and billing statements), and a Zamnet representative will change the password to one you specify. Verification of identity may be required for any changes to accounts at the discretion of the Zamnet representative. Some fees may apply for some services. Zamnet is not liable for any usage and or charges prior to Zamnet making the necessary account alteration.

h.Monitoring and privacy:

Zamnet reserves the right to monitor any and all communications through or with Zamnet facilities. As a Zamnet customer you agree that Zamnet is not considered a secure communications medium and that no expectation of privacy is afforded. It may become necessary for Zamnet employees to examine system accounting logs and other records to determine if privacy violations or other network unfriendly activities have occurred. Zamnet also reserves the right to access any customer's mailbox or other files stored on Zamnet systems to resolve system problems or mail system errors.

1.Limitations of security and privacy of electronic mail

Electronic mail on this system is as private as we can make it. Zamnet's customers are reminded that no computer system can be considered to be safe from intrusion. Email may pass through many computer systems, and should not be considered a secure means of communication unless encrypted, and even encrypted information is only as secure as the encryption method utilised and the servers used for sending, receiving and storing that communication.

2.Confidentiality of personal subscriber information

Zamnet will not release any customer's personal or business subscriber information, nor a customer's billing information, to any third party except as necessary to collect against accounts found to be in default; or upon presentation of a valid court order of a government or entity within our jurisdiction. As a Zamnet customer you agree that Zamnet's judgment as to the validity of any court order of summons shall be considered proper and final.

3.Zamnet's right to cooperate with authorities

Zamnet reserves the right to cooperate with law enforcement and other authorities in investigating claims of illegal activity including, but not limited to, illegal transfer or availability of copyrighted material, postings or e-mail containing threats of violence or other illegal activity.

i.Personal files

Zamnet is not responsible for personal files residing on Zamnet computers or networks. Customers are responsible for independent backup of any data that is stored on Zamnet computers or networks. Zamnet reserves the right to delete any personal files after one or both parties terminate the service agreement or in the process of system, server or network maintenance and service.

j.Termination

You may terminate your Zamnet services at any time without penalty by giving Zamnet written notice of your desire to terminate your account at the address or fax below.

k.Rules, laws, regulations, and general conduct

Users of Zamnet's Internet service are expected to abide by any and all laws, rules, regulations, and etiquette applicable to their use of the Internet and connected services, systems and networks. Failure to abide by these regulations can be grounds for immediate termination of service by Zamnet. As a general matter, Zamnet attempts to work with customers to cure violations and to ensure that there is no re-occurrence of the violation prior to terminating service.

i.Compliance with Law

Customers shall not post, transmit, re-transmit or store material on or through any

of ZAMNET's system or services that:

- 1.is in violation of any local or international law or regulation.
- 2.threatening, obscene, indecent, defamatory or that otherwise could adversely affect any individual group or entity (collectively, "Persons").
- 3.violates the rights of any person, including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by customer.

Software intended to facilitate any such violations or infringements may not be stored on Zamnet's computers, servers or related systems. The user acknowledges that Zamnet is unable to exercise control over the content of the information passing over the Zamnet connection and/or the Zamnet network, and hereby exclude all liability of any kind for the transmission or reception of infringing information of whatever nature. You hereby agree to defend, indemnify and hold ZAMNET harmless from any claim brought by third parties alleging that use of the ZAMNET network and/or the ZAMNET lines by the customer, has infringed any intellectual property right of any kind or any applicable Zambian or international legislation or regulation. The Customer shall defend and pay all costs, damages, awards, fees (including reasonable legal fees) and judgements finally awarded against ZAMNET arising from such claims. The customer shall provide ZAMNET with notice of such claims, full authority to defend, compromise or settle such claims and reasonable assistance necessary to defend such claims, at the Customer's sole expense.

ii.Compliance with Rules of Other Networks

Any use of Zamnet's Internet service to access other computers, systems or networks connected to the Internet must comply with the rules for that other computer, system or network as well as with Zamnet's rules.

iii.Prohibited Use of ZAMNET's Systems and Services

This policy identifies the actions considered to be abusive, and thus, strictly prohibited. Customers may only use the ZAMNET system and services in a manner that is consistent with the purposes of such systems and services. If a customer is not sure as to whether a contemplated use or action is permitted under the AUP, the customer should e-mail ZAMNET with a description of the proposed use at abuse@zamnet.zm for a determination as to whether the use is permissible under this AUP. The examples identified in the subsections below are non-

exclusive and are provided, in part, for guidance purposes.

- 1.Transmitting on or through any of ZAMNET's systems or services any material that is, in ZAMNET's sole discretion, unlawful, obscene, threatening, abusive, libelous, or hateful, or encourages conduct that may constitute a criminal offense, may give rise to civil liability, or otherwise may violate any local or international law.
- 2.Transmission, distribution, or storage of any information, data or material in violation of Zambian regulations or law, or by the common law.
- 3.Violations of the rights of any Person protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations.
- 4.Actions that restrict or inhibit any Person, whether a customer of ZAMNET or otherwise, in its use or enjoyment of any of the company's systems or services.
- 5.Resale of ZAMNET's services and products, without the prior written consent of ZAMNET Communication Systems Ltd.
- 6.Deceptive on-line marketing practices.
- 7.Furnishing false data on the signup form or contract, (such conduct is ground for immediate termination and may subject the offender to civil or criminal liability).
- 8.Attempting to circumvent user authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not expressly authorised to access, or probing the security of other networks (such as running a SATAN scan or similar tool).
- 9.Effecting security breaches or disruptions of Internet communications. Security breaches include, but are not limited to, accessing data of which customer is not an intended recipient or logging onto a server or account that customer is not expressly authorised to access. For purposes of this section, "disruption" includes, but is not limited to, port scans, ping floods, packet spoofing, forged routing information, deliberate attempts to overload a service, and attempts to "crash" a host.
- 10.Using any program/script/command, or sending messages of any kind, designed to interfere with a user's terminal session, by any means, locally or by the Internet.

11. Executing any form of network monitoring which will intercept data not intended for Customer.
12. Any use of this or any other Zamnet system as a staging ground to disable other systems.
13. Harassment, whether through language, frequency, or size of messages, is prohibited.
14. Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material ("e-mail spam"). Customers are explicitly prohibited from sending unsolicited bulk mail messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it. If a recipient asks to stop receiving e-mail, the Customer must not send that person any further e-mail.
15. Creating or forwarding "chain letters" or other "pyramid schemes" of any type, whether or not the recipient wishes to receive such mailings.
16. Malicious e-mail, including, but not limited to, "mailbombing" (flooding a user or site with very large or numerous pieces of e-mail).
17. Unauthorised use, or forging, of mail header information. This includes attempting to circumvent the approval process for posting to a moderated newsgroup.
18. Engaging in (14), (15), (16) or (17) from a provider other than Zamnet and using an account on Zamnet as a mail drop for responses, or to draw attention to a web site hosted within Zamnet's networks.
19. Use of unsolicited e-mail originating from the ZAMNET network or networks of other Internet Service Providers on behalf of, or to advertise any service hosted by ZAMNET, or connected via the ZAMNET network.
20. Willful failure to secure open SMTP ports so as to prevent the unauthorised use of customer resources for the purposes of sending unsolicited e-mail by a third party.
21. Posting the same or similar messages to large numbers of Usenet newsgroup ("Newsgroup spams or USENET spam").
22. Posting encoded binary files to newsgroups not specifically named for that purpose.
23. Cancellation or superseding of posts other than your own, with the exception of official newsgroup moderators performing their duties.
24. Solicitations of mail for any other e-mail address other than that of the poster's account or service, with intent to harass or to collect replies.
25. Postings that are in violation of the written charters or FAQ's for those newsgroups.
26. Posting of Usenet articles from the ZAMNET network or networks of other Internet Service Providers on behalf of, or to advertise any service hosted by ZAMNET, or connected via the ZAMNET network.
27. Advertisements posted in newsgroups whose charters/FAQ's explicitly prohibit them. The poster of an advertisement or other information is responsible for determining the etiquette of a given newsgroup, prior to posting to it.
28. Attempting to circumvent the time charges accounting, or attempts to run programs while not logged in by any method, are prohibited.
29. Consuming excessive resources, including disk space and session time. The use of resource-intensive programs that negatively impact other system users or the performance of ZAMNET systems or networks is prohibited, and Company staff may take action to limit or terminate such programs.
30. Sharing of passwords or accounts with others.

I. Rights and duties of the service provider

As an Internet Service Provider (ISP), Zamnet agrees to take up duties to maintain service to its customers and usability of Zamnet and its related computers, systems and networks by other users, including but not limited to:

i. Right to disconnect non-dedicated accounts

Zamnet's unlimited interactive usage dial-up connections are not intended to be full-time dedicated connections and will be disconnected after 30 minutes of inactivity. This should in no way interfere with any normal use of Zamnet systems or services. As a Zamnet customer, you agree to keep the connection active only when you are actively using it, to not use any automatic method to avoid disconnection, and to not provide public information services over the connection. Zamnet reserves the right to impose a restriction on accounts it deems to be in violation of these conditions.

ii. Right to suspend or cancel account

Zamnet reserves the right to suspend or cancel service to any customer at any time and without notice, for any reason. The reasons include, but are not limited to, refusal or failure to pay for services provided or by sole judgment of Zamnet that the customer may be performing activities harmful to Zamnet or its customers, employees,

vendors, business relationships or any other users of the Internet.

iii.Right to change service

Zamnet reserves to right to change without notice the Zamnet Internet service, including, but not limited to, access procedures, hours of operation, menu structures, commands, documentation, vendors, rates, and services offered.

iv.Right to modify the Acceptable Use Agreement:

Zamnet may modify its Acceptable Use Agreement upon notice published online via Zamnet. Any customer's use of Zamnet's Internet services after such notice shall constitute the customer's acceptance of the modifications to these policies.

m.Complaint and Contact Information

Complaints regarding abusive conduct may be reported by FAX to 1-224775, ATTN: Policy Review Team, or by mail to:

ZAMNET Communication Systems Ltd
P.O. Box 38299
Lusaka

Complaints will also be accepted via e-mail, so long as a valid return address is included. ZAMNET must be able to independently verify each instance of abuse, and so each complaint must include the **COMPLETE TEXT OF THE OBJECTIONAL MESSAGE, INCLUDING ALL HEADERS**. Please do **NOT** send excerpted parts of a message. Sending a copy of the entire message, including headers, helps to prevent misunderstandings based on incomplete information, or information used out of context. Full headers demonstrate which path the message has taken, and enable us to determine whether any part of the message has been forged. This information is vital to our investigation.

n.Miscellaneous

1.Applicability of AUP

The actions listed herein are also not permitted from other Internet Service Providers. Deceptive marketing is not permitted through the ZAMNET services or network.

2.ZAMNET Is Not Responsible For Content

ZAMNET is not responsible for the content of any USENET posting, whether or not a customer of the company made the posting.

3.Removal of Materials

At its sole discretion, ZAMNET reserves the right to remove materials from its servers and to terminate Internet access to customers that the policy review team determines have violated this AUP.

4.Refunds

If your account was canceled for breaking any of these policies there will be no refund given.