



ACCEPTABLE USE POLICY UPDATED VERSION : 17 Nov 2005

ReadySpace Network Pte Ltd - Reg No. 200303990D
20 Ayer Rajah Crescent #09-16 Technopreneur Centre Singapore 139964 T. 6826 0170 F. 6872 5655
www.readyspace.com.sg

Your service may be suspended or terminated for violation of this AUP.

Inquiries regarding this policy should be directed to info@readyspace.com.sg

Internet Abuse

You may not use ReadySpace's network to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures (including those belonging to ReadySpace and its customers) without express authorization of the owner of the system or network;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Interference with service to any user of the ReadySpace or other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- Use of an Internet account or computer without the owner's authorization, including, but not limited to Internet scamming (tricking other people into releasing their passwords), password robbery, security hole scanning, and port scanning;
- Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting;
- Use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- Use of the service for distribution of advertisement delivery software unless:
 - (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and
 - (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems; (such as Microsoft's "ad/remove" tool); or
- Any conduct that is likely to result in retaliation against the ReadySpace network or website, or ReadySpace's employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS).

Security

You must take reasonable security precautions in light of your use of the ReadySpace services. You are solely responsible for any breaches of security affecting the servers under your control. You must protect the confidentiality of your password(s), and you should change your password(s) periodically.

A compromised server is potentially disruptive to ReadySpace's network and other customers. Therefore ReadySpace may take your server off line if it is accessed or manipulated by third party without your consent.

Bulk or Commercial E-Mail

You must comply with the CAN-SPAM Act of 2003 and other laws and regulations applicable to bulk or commercial e-mail. In addition, you must obtain ReadySpace's advance approval for any bulk e-mail, which will not be given unless you are able to demonstrate all of the following to ReadySpace's reasonable satisfaction:

- Your intended recipients have given their consent to receive e-mail via some affirmative means, such as an opt-in procedure;
- Your procedures for soliciting consent include reasonable means to ensure that the person giving consent is the owner of the e-mail address for which the consent is given;
- You retain evidence of the recipient's consent in a form that may be promptly produced on request, and you honor recipient's and ReadySpace's requests to produce consent evidence within 72 hours of receipt of the request.
- You have procedures in place that allow a recipient to easily revoke their consent - such as a link in the body of the e-mail, or instructions to reply with the word "Remove" in the subject line. Revocations of consent are honored within 72 hours, and you notify recipients that their revocation of their consent will be honored in 72 hours;
- You must post an e-mail address for complaints (such as abuse@yourdomain.com) in a conspicuous place on any Web site associated with the e-mail, you must register that address at abuse.net, and you must promptly respond to messages sent to that address;
- You must have a Privacy Policy posted for each domain associated with the mailing;
- You have the means to track anonymous complaints; and
- You may not obscure the source of your e-mail in any manner. Your e-mail must include the recipients e-mail address in the body of the message or in the "TO" line of the e-mail.

These policies apply to messages sent using your ReadySpace service, or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site or an e-mail address hosted via your ReadySpace service. In addition, you may not use a third party e-mail service that does not practice similar procedures for all its customers.

ReadySpace may test and otherwise monitor your compliance with its requirements, and may block the transmission of e-mail that violates these provisions.



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Newsgroup, Chat Forums, Other Networks

You must comply with the rules and conventions for postings to any bulletin board, chat group or other forum in which you participate, such as IRC and USENET groups including their rules for content and commercial postings. These groups usually prohibit the posting of off-topic commercial messages, or mass postings to multiple forums.

You must comply with the rules of any other network you access or participate in using your ReadySpace services.

Offensive Content

You may not publish or transmit via ReadySpace's network and equipment any content or direct links to any content that ReadySpace reasonably believes:

- Constitutes, fosters, or promotes child pornography;
- is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- is defamatory or violates a person's privacy;
- creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with a investigation by law enforcement;
- improperly exposes trade secrets or other confidential or proprietary information of another person;
- is intended to assist others in defeating technical copyright protections;
- clearly infringes on another person's trade or service mark, patent, or other property right;
- promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking;
- is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to ReadySpace; or
- is otherwise malicious, fraudulent, or may result in retaliation against ReadySpace by offended viewers.

Content "published or transmitted" via ReadySpace's network or equipment includes Web content, e-mail, bulletin board postings, chat, and any other type of posting or transmission that relies on the Internet.

Copyrighted Material

You may not use ReadySpace's network or equipment to download, publish, distribute, or otherwise copy in any manner any music, software, art, or other work protected by copyright law unless:

- you have been expressly authorized by the owner of the copyright for the work to copy the work in that manner;
- you are otherwise permitted by established United States copyright law to copy the work in that manner.

ReadySpace may terminate the service of repeat copyright infringers.

Copyright Infringement Notice (Digital Millennium Copyright Act)

If you believe your copyright is being infringed by a person using the ReadySpace network, please send your written notice of copyright infringement to:

Attn: Legal Department
ReadySpace Network Pte Ltd.
20 Ayer Rajah Crescent #09-16
Technopreneur Centre
Singapore 139964
abuse@readyspace.com.sg

Your notice must include the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit ReadySpace to locate the material;
- Information reasonably sufficient to permit ReadySpace to contact you, such as an address, telephone number, and, if available, an e-mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, the copyright owner's agent, or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Cooperation with Investigations and Legal Proceedings

ReadySpace may, without notice to you:

- report to the appropriate authorities any conduct by you that it believes violates applicable criminal law, and
- provide any information it has about you in response to a formal or informal request from a law enforcement or government agency, or in response to a formal request in a civil action that on its face meets the requirements for such a request.

Other

- You must have valid and current information on file with your domain name registrar for any domain hosted on the ReadySpace network.
- You may only use IP addresses assigned to you by ReadySpace staff in connection with your ReadySpace services.



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- You may not take any action which directly or indirectly results in ReadySpace IP space being listed in any of the various abuse databases.

Consequences of Violation of AUP

ReadySpace may without notice to you, suspend your service or remove any content transmitted via the ReadySpace service if it discovers facts that lead it to reasonably believe your service is being used in violation of this AUP. You must cooperate with ReadySpace's reasonable investigation of any suspected violation of the AUP. ReadySpace will attempt to contact you prior to suspension of network access to your server(s), however, prior notification is not assured.

You are strictly responsible for the use of your ReadySpace service in violation of this AUP, including use by your customers, and including unauthorized use (but not including unauthorized use that results from ReadySpace's failure to perform its obligations under the Master Services Agreement and Service Order Form).

ReadySpace will charge you its hourly rate for AUP breach recovery (currently SGD\$450.00) plus the cost of equipment and material needed to:

- (i) investigate or otherwise respond to any suspected violation of this AUP,
- (ii) remedy any harm caused to ReadySpace or any of its customers by the use of your service in violation of this AUP,
- (iii) respond to complaints, including complaints under the Digital Millennium Copyright Act,
- (iv) respond to subpoenas and other third party requests for information as described in the Master Services Agreement, and
- (v) have ReadySpace's Internet Protocol numbers removed from any "blacklist" such as SPEWs or other abuse databases. No credit will be available under your ReadySpace Service Level Agreement for interruptions of service resulting from AUP violations.

Amendments to AUP

The Internet is still evolving, and the ways in which the Internet may be abused are also still evolving. Therefore, we may from time to time amend this AUP to further detail or describe reasonable restrictions on your use of our services.

Disclaimer

ReadySpace is under no duty, and does not by this AUP undertake a duty, to monitor or police our customers' activities and disclaims any responsibility for any misuse of the ReadySpace network. ReadySpace disclaims any obligation to any person who has not entered into an agreement with ReadySpace for services.

Acknowledgement

Customer to complete:

The person signing below hereby warrants and represents that he or she has full authority to endorse on this document for the party on whose behalf he or she is signing, and that the information given herein is true and correct.

Company Name: _____
(Complete Legal Name)

Company Registration No: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Street address for notices:

Phone: _____

Fax: _____

Email: _____

ReadySpace to complete:

The person signing below will be the contact for client, and hereby warrants and represents that he or she has full authority to endorse on this document for the party on whose behalf he or she is signing, and that the information given herein verified to be true and correct.

Company Name: ReadySpace Network Pte Ltd
Company Registration No: 200303990D

Authorized Signature: _____

Printed Name: _____

Title: _____

Street address for notices:

20 Ayer Rajah Crescent
Technopreneur Park #09-16
Singapore 139964

Phone: (65) 6826 0170

Fax: (65) 6872 5655