

Icon Global Services Limited Acceptable Use Policy ("AUP")

1. General

Icon Global Services Limited promotes a high level of responsible behavior in connection with the use of IGSL's website as well as the use of IGSL's network. IGSL aims at maintaining a valuable service that meets the needs of the customer. To this end, IGSL created this AUP in order, inter alia, to:

- define acceptable practices for the use of any IGSL's services
- protect the interests, reputation and resources of IGSL and its customers against any abuses, and
- Protect, as far as IGSL is reasonably able to do, the public Internet community as a whole from an improper and/or illegal use.

By using any of an IGSL service, the customer acknowledges that he has read, understood and agrees with the terms, conditions and notices of this policy. "Customer" means any user or customer of any and all IGSL's services. This AUP is used in conjunction with the IGSL Terms of Sale and other terms and conditions ("Agreement").

In case the customer resells or repackages IGSL services or provides services based on IGSL's input service to his own users or customers (e.g. end users, account holders or customers of those customers – resellers – or other third parties), the customer should ensure that these users are aware of and comply with this AUP. For IGSL, customer's own customers and subscribers are deemed to agree with the provisions of this AUP, including the ability to terminate the service to the user, subscriber or account holder for violations of this AUP.

IGSL complies with all applicable laws concerning the privacy as referred in the IGSL Privacy Policy <http://www.iconglobal.co.uk>

Any complaints or enquiries regarding any breach of this AUP may be sent by e-mail to support@iconglobal.co.uk In case customers are aware of any activity in violation of this AUP, customers are invited to promptly report to IGSL by email to support@iconglobal.co.uk IGSL will reasonably investigate incidents involving such violations. If necessary, customers shall provide reasonable assistance to IGSL for this investigation and duly cooperate with any law enforcement or regulatory authority to investigate claims of criminal, illegal or inappropriate behavior.

This AUP shall be governed by and construed in accordance with the United Kingdom law.

2. IGSL's right of modification

IGSL reserves the right to modify the AUP from time to time. Such modification will enter into force upon posting at www.iconglobal.co.uk

Nevertheless, customers are recommended to monitor this web site <http://www.iconglobal.co.uk> for changes. The use of an IGSL service after posting modifications to or an update of the AUP on IGSL's website will constitute the customer's acceptance of any new or additional terms of the AUP that result from those modifications.

3. Disclaimer

IGSL cannot monitor, control and censor the Internet or any content sent or received by the customer, its customers or a subscriber, and will not attempt to do so. In no event shall IGSL be liable to its customers (or any of their end users or accounts holders) nor any third party for any injury and loss resulting from inaccurate, unsuitable, offensive, illegal or unlawful use of services as set out in this AUP or any direct, indirect, special or consequential damages for actions pursuant to this AUP, including, but not limited to, any lost profits, business interruption, loss of programs or other data, or otherwise.

The responsibility for avoiding the harmful activities as set forth in this AUP rests primarily with the customer.

IGSL will not, as an ordinary practice, monitor the communications of customers to ensure that they comply with IGSL policy or applicable law. However, IGSL reserves the right to, where feasible, to implement technical mechanisms to prevent any violations of this AUP.

In case IGSL becomes aware of harmful communications, or when it is notified or becomes aware of actual or potential violations of this AUP, IGSL may take any action to stop the harmful activity. IGSL has the sole discretion to determine which action is appropriate under the circumstances. IGSL may take action immediately without regard to any cure periods that may be set forth in the applicable IGSL Terms of Sale.

IGSL shall have the sole right to interpret the meaning of any provision of this AUP or whether a customer's or any of its customer's or subscriber's activity violates this AUP.

IGSL is not liable for the security of communications transmitted over IGSL's facilities.

Customers are responsible for protecting the confidentiality of their password, user names and user's account. Customers may not share them with any other person, even if related in any way. Customers may not transfer their account to anyone without prior written consent of IGSL.

In case a customer loses its username, he should send an email explaining the situation to sales@iconglobal.co.uk In case a customer loses his password he may click the "I forgot my password" button. In case a customer has good grounds to believe that the security of its password might have been compromised, he should promptly send an email to sales@iconglobal.co.uk

4. Prohibited use

In general, customers may not use the IGSL network, application or services in any manner which:

- violates any applicable law, regulation, treaty or tariff;
- violates the acceptable use policies of any networks, application, machines or services which are accessed through IGSL s network;
- infringes on the intellectual property rights of IGSL or others;
- violates the privacy of others; or
- Involves deceptive online marketing practices.

Solely as guidance to the customer, prohibited activities include, but are not limited to, the following:

- attempting to interfere with or denying service to any user or host (e.g., denial of service attacks);

- attempting to use or gain unauthorized access to data, accounts, hosts, servers, systems or networks of this site, or to probe, scan or test the vulnerability of a system or network of this site, any IGSL services or those of any other party;
- falsifying header information, user identification or user information;
- Introduction of malicious programs into the network (e.g., viruses, worms, Trojan horses, etc.)
- monitoring or scanning the networks of others without permission (e.g. port scan)
- attempted or successful security breaches or disruption of Internet communication, including without limitation accessing data, machines or networks of which the customer is not an intended recipient or user or logging into a server or account that the customer is not expressly authorized to access (e.g. hacking or cracking);
- executing any form of network monitoring (e.g., packet sniffer) which will intercept data not intended for the customer;
- using any program/script/command, or sending messages of any kind, designed to interfere with a third party customer terminal session, via any means, locally or via the Internet;
- sending unsolicited commercial spam through the IGSL network;
- transmitting or receiving copyright infringing material, including but not limited to copyrighted music, video, software, books, programs or other published material;
- transmitting or receiving obscene, indecent, offensive, racist, defamatory, unreasonably violent, threatening, intimidating or harassing material;
- auto-dialing or predictive-dialing (sometimes referred to as “robo-dialing”)
- other activities, whether lawful or unlawful, that IGSL or any of its third party providers or peering partners determines to be harmful to its customers, subscribers, operations or reputation, including any activities that restrict or inhibit any other user from using and enjoying the service.
- Engaging in any of the foregoing activities by using the services of another provider or third party and channeling such activities through an account provided by IGSL, or otherwise involving the services or any IGSL.com account.

5. Consequences of a prohibited use

Any violation of any of the policies described below grants IGSL the authority to take action to restrict or terminate customer's access to the services.

Notwithstanding anything herein to the contrary, a violation of this AUP by a customer or a customer's own user or customer are considered as a violation of this AUP by IGSL's customer. IGSL may take immediate action, without regard to any cure periods in the Agreement, in response to such violation, including, but not limited to, termination of the Agreement.

Moreover, customers who violate this AUP may incur criminal or civil liability. IGSL May refer violators to civil or criminal authorities for prosecution, and, if needed for the related investigation, will fully cooperate with the relevant government authorities.

In case IGSL is required by court orders, statutes, regulations or governmental requests to disclose information transmitted through its facilities, IGSL will duly and entirely cooperate. Respecting all laws applicable (especially privacy law), IGSL may disclose information transmitted over its facilities where necessary to protect IGSL and its customers from harm, or where such disclosure is necessary to the proper operation of the system.

In case of prohibited activities by the customer or the customer's own user or own customer, IGSL reserves the right to charge the customer to cover administrative costs related to these activities including, but not

limited to, recovery of the costs of identifying offenders and restricting or terminating the access to the services.

IGSL shall not be liable for any damages of any nature suffered by any customer, or any third party resulting in whole or in part from IGSL's exercise of its rights under these AUP.

6. Severability

If any provision of this Policy is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this AUP will not be affected thereby.

7. Indemnity

Customers agree to defend, indemnify and hold IGSL harmless from any liability, claim, loss, damage or expense including reasonable attorney's fees arising out of Customer's breach of violation of any term contained in this AUP.

8. Limitation of liability

IGSL shall not be liable for any direct, indirect, special, consequential, or punitive damages, including, without limitation, loss of profits, loss of business or business opportunity, loss of use, etc. even if advised of the possibility of such damages by customer. This limitation of liability in favor of IGSL is in addition to any limitations set forth in any written agreement between IGSL and any applicable customer and will apply whether the action in which recovery is sought is based in contract or tort or any applicable laws.