

Acceptable Use Policy

1. Definitions

- a. **"We", "Our" "Us"** means Remington Technologies of Section 58 Allotment 17 Spring Garden Road, Port Moresby, PNG, P.O. Box 101,NCD, office tel:3211100).
- b. **"You", "Your"** means the customer named on the relevant application.
- c. **"Agreement"** is as defined in Our Standard Terms and Conditions.
- d. **"Service"** means the service agreed to be provided by Us under the Agreement, as defined in Our Standard Terms and Conditions.

2. What You must not do

- a. You must not use, or allow any other person to use, the Service for any of the following:
 - i. For any activity which breaches any law or regulation, which infringes a third party's rights or privacy, or which is contrary to any relevant standard or code of conduct;
 - ii. For any activity which constitutes an infringement upon the intellectual property of any person;
 - iii. For the distribution of any material which is inflammatory or interferes with other users or which defames, harasses, threatens, menaces or offends any person or which is otherwise contrary to civil or criminal law at any place where the material is sent or received;
 - iv. For any activity which inhibits any other user from using Our services;
 - v. To send unsolicited commercial or bulk electronic mail messages to anyone;
 - vi. To make any fraudulent or speculative inquiry, booking, reservation or request;
 - vii. To compromise the security of any other service or system;
 - viii. To impersonate any other person;
 - ix. For the posting or distribution of any material or the doing of any act which may damage Our system including, without limiting the foregoing, the transmitting of any virus or disabling command;
 - x. For any activity which may expose Us to civil or criminal liability;
 - xi. To attempt any of the above or to permit another to do any of the above.
- b. In addition to the foregoing, You must not do, and must not allow any other person to do, the following:
 - i. Engage in excessive use of the Service;
 - ii. Utilise automated download or peer-to-peer file sharing software on the Service;**
 - iii. Tamper with, hinder the operation of or make unauthorised modifications to the Service; iv. Knowingly provide false or misleading information when applying for the Service or any further Service or when changing or amending Your details as supplied to Us;
 - v. Resell the Service or any part of the Service, without prior agreement with Us.

3. Indemnity

- a. You agree to indemnify Us and hold Us harmless against all or any suit, action, claim, liability incurred by Us as a result of a breach of clause 2 above.

4. Minimisation of a risk of breach

- a. You agree to use Your best endeavours to secure any device or network within Your control against being used in breach of clause 2 above, including but not limited to:
 - i. The utilization of secure and secret passwords and other security measures;
 - ii. The installation and maintenance of antivirus software;
 - iii. The installation and maintenance of firewall software; and/or
 - iv. The application of operating system and application software patches and updates.

5. Right to Suspend and/or Terminate Service

- a. You acknowledge and confirm that We have the right to immediately suspend or terminate the Service without prior notice to You in the event of a breach of clause 2 above, in Our absolute discretion, notwithstanding any other term of the Agreement or of the Standard Terms and Conditions and further notwithstanding that such breach may have occurred without Your knowledge, consent or participation.
- b. We will take reasonable steps to inform You of the breach of clause 2 and to enable You to rectify same prior to any suspension or termination of the Service, but You acknowledge that such breach may be of a magnitude that, in Our absolute discretion, requires the immediate suspension or termination of the Service.
- c. We will not be liable for any loss or damage sustained by You or by any other party in the event of a suspension or termination of the Service pursuant to this clause.

6. Variation

We reserve the right to vary or amend this Policy from time to time, notification of which will be provided to You via the means provided in Our Standard Terms and Conditions as amended from time to time.