

ACCEPTABLE USE POLICY (AUP)

Introduction

AfriConnect's Acceptable Use Policy ("AUP") is intended to help enhance the use of the Internet by preventing unacceptable use. All users of AfriConnect's Internet services (the "Services") whether as visitors (those who access some of the Service but do not have accounts), as well as users (those who pay a monthly service fee to subscribe to the Services) must comply with this AUP.

AfriConnect supports the free flow of information and ideas over the Internet and do not actively monitor use of the Service under normal circumstances. Similarly, AfriConnect do not exercise editorial control over the content of any Web site, electronic mail transmission, news group, or other material created or accessible over or through the Services, except for certain proprietary websites. However, in accordance with the Agreement, AfriConnect may remove any materials that, in its sole discretion, may be illegal, may subject it to liability, or which may violate this AUP.

AfriConnect may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. The Customer's violation of this AUP may result in the suspension or termination of either the Customer's access to the Services and/or AfriConnect account or other actions as detailed in Section 7.3 This AUP should

be read in conjunction with the Agreement.

Violations of AfriConnect's AUP

The following constitute violations of this AUP:

- Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable Zambian law or international law or the laws of any state to which it may be transmitted or in which it may be accessed, including any rules or regulations promulgated thereunder;
- using the Services to harm, or attempt to harm, minors in any way;
- using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property
- using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another;
- using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam;
- adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation;
- unsolicited commercial email/Unsolicited bulk email. Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating

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unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature, are prohibited;

- using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of AfriConnect's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data;
- using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software;
- using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent;
- reselling the Services without AfriConnect's authorization;
- using the Services for any activity which adversely affects the ability of other people or systems to use AfriConnect Services or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the User's responsibility to ensure that their

network is configured in a secure manner.

- The Customer may not, through action or inaction, allow others to use the User's network for illegal or inappropriate actions. The Customer shall not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.

Reporting violations of AfriConnect's AUP

Should the Customer believe that there is a violation of this AUP; the Customer should direct the information to abuse@africonnect.co.zm. Where available, should provide the following information:

- the IP address used to commit the alleged violation;
- the date and time of the alleged violation, including the time zone or offset from GMT;
- evidence of the alleged violation;

Email with full header information provides all of the above, as do syslog files. Other situations will require

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different methods of providing the above information;

AfriConnect may take any one or more of the following actions in response to complaints:

issue warnings whether written or verbal;
suspend the Customer's account;
terminate the Customer's account;
bill the Customer for administrative costs and/or reactivation charges; or
bring legal action to enjoin violations and/or to collect damages, if any, caused by violations

Right to terminate services

AfriConnect reserves the right to disconnect the service to any Customer in case there is sufficient evidence of the customer intentionally or unintentionally using the service in the manner which would adversely impact AfriConnect or AfriConnect's network or any other party.

The customer shall be responsible for using the service only for legal and appropriate purposes.

AfriConnect reserves the right to terminate the Service in the event of non-payment of bills issued by AfriConnect in accordance with the usage allowance opted by the customer and the extent of usage or any default on the part of the customers.

Disclaimer

AfriConnect will exercise all reasonable care in providing its services, but it is not responsible for interruption in service due to power failures, equipment malfunctions, or acts of natural calamity.

AfriConnect is not responsible for Customer's computer hardware and software or areas of the Internet not

under its control. AfriConnect does not warrant privacy, security or efficiency of the Internet.

AfriConnect is not responsible for actions taken by its customers or others as a result of its services.

AfriConnect is not responsible for material any person (including household users of the Customer) may receive or transmit via the Internet, or for anything bought or sold via the Internet, or for any other result of an action taken by anyone using its service.

General practices regarding mail use and storage (where Applicable)

The Customer acknowledges that AfriConnect may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that email messages, message board postings or other uploaded content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on AfriConnect's servers on the Customer's behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time.

The Customer agrees that AfriConnect has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service.

The Customer acknowledges that AfriConnect reserves the right to log off

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accounts that are inactive for an extended period of 4 months. The Customer further acknowledges that AfriConnect reserves the right to modify the AUP from time to time.

All e-mails older than 4 months left uncollected on the mail-server will be deleted and mailbox size will be allocated a maximum of 50MB storage space. Each e-mail sent or received will be limited to a maximum of 5MB per e-mail

Due to the release of a new viruses, file extensions .exe,.scr, .com, .pif, .bat, .htm*, .vbs and .cmd, etc will be blocked by the server.

All unauthorized mail servers or email relays or shouts will be blocked without prior notice.

The Customer shall use POP3 and SMTP server as “mail.iconnect.zm” on the email client (Outlook Express) unless the Customer is running an authorized mail server.

Modifications to service

AfriConnect reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) within 7 days of serving notice on the customer. The Customer agrees that AfriConnect shall not be liable to the Customer or to any third party for any modification, suspension or discontinuance of the Service.

Indemnification

The Customer agrees to defend, indemnify, and hold harmless AfriConnect and other affiliated companies, together with their respective employees, contractors, officers,

directors, and agents from all liabilities, claims, and expenses, including attorney's fees that arise from the Customer's use or misuse of the Service. AfriConnect reserve the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Customer, in which event the Customer will cooperate with AfriConnect in asserting any available defenses.

Revisions to this Acceptable Use Policy

AfriConnect reserves the right to revise, amend, or modify this AUP at any time and in any manner. Notice of any revision, amendment, or modification will be done within 7 days on notice being posted on the Africonnect website.

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