

Acceptable Use Policy

This acceptable use policy (the "Policy") defines the acceptable practices relating to the use of Nassat's services by you as either a direct customer of Nassat or as a reseller of Nassat's Services (the "**Customer**") or by any users that have gained access to the Service through a Customer account ("**Users**"). By using the Service you acknowledge that you and any User are responsible for compliance with the Policy. You are solely responsible for violations of this Policy by any User that accesses the Services through your Customer account, which includes without limitation Users for whom you provide services as a reseller of the Services.

The Policy applies to all aspects of the Service and 'Nassat' means any affiliate of NASSAT – Network Satellite Systems de España (including all direct and indirect subsidiaries). The Nassat Network includes, without limitation, all constructed or leased equipment, systems, facilities, services, software and produces incorporated or used by Nassat to provide you with access to the Internet.

This Policy is designed to protect the Nassat Network, the Services and the Internet community as a whole from improper and/or illegal activity over the Internet and to improve Services and Service offerings.

1. General Terms and Policies

Nassat is a company providing a commercial gateway to the Internet. Nassat equipment and facilities may be used to send electronic mail, conduct commercial transactions, access the World Wide Web, newsgroups and private networks, engage in on-line chat sessions, transfer files, enjoy audio and video programming, and otherwise participate in all legal aspects of the Internet (these uses are referred to in this document as "the Service"), subject to these Terms and Policies.

2. Coverage

These Terms and Policies apply to all Customers. In either instance, a violation of these Terms and Policies by a User using your account will be treated as a violation by you.

3. Suspension and Termination

When using the Services or accessing the Nassat Network, You agree to comply with these Terms and Policies, as well as the applicable rules, regulations and policies of any network, bulletin board, newsgroup, web site or Internet Service Provider accessed through the Service. Any violation of these Terms and Policies or the other rules,

regulations or policies noted above may be seen as a breach of this agreement and may result in the suspension or termination of your account.

The following acts are considered to be a breach of these Terms and Policies:

- a. Using the Service in a way which constitutes violation of any applicable statute, law, court order, tariff, regulation, or treaty (including, but not limited to, intellectual property, communications, privacy, criminal and international law);
- b. Using the Service in a manner intended to abuse or violate the privacy or property rights of others, including but not limited to sending of unsolicited bulk e-mail ("spamming"); this ground for suspension or termination is separate from and in addition to the fees which will result from such activity;
- c. Using the Service in an attempt to break security, or so as to actually break security of any computer network (including the Service itself), or to access an account, message, or file which does not belong to the Customer;
- d. Using the Service in such a way as to forge or misrepresent headers, addresses, or other identification in electronic mail or USENET postings, or using any other method to disguise the sender/s identity or location;
- e. Posting commercial messages to a USENET group where the posting is not approved by the specific USENET group in its charter;
- f. Using the Service to promote or solicit competing Internet services;
- g. Using the Service for unauthorised relays through any third party systems;
- h. Attempting, in any way, to interfere with or deny service to any user or any host on the Internet;
- i. Using the Service for mail-bombing, which includes any instance where multiple messages are sent to a specific destination with the intent to render the recipient and/or the electronic system serving that recipient dysfunctional;
- j. Using the Service to add or attempt to add addresses to any mailing list (yours or a third party/ies) without the explicit positive consent of the addressee(s);
- k. Using the Service to forward or post "chain letters" (multiple forwarding) of any type;

- l. Attempting to cancel, supersede, or otherwise interfere with e-mail or USENET posts other than the Customer's;
- m. Engaging in harassment, whether through language, frequency, or size of messages;
- n. Using the Service in a manner which is harmful to the business reputation or interests of Nassat;
- o. Using the Service to engage in sync flood attacks, which are defined as overburdening a recipient computer system by sending a high volume of spurious data which effectively impedes or totally disables functionality of the recipient system(s), or any other methods of denial-of-service attacks; or,
- p. If you are a consumer, furnishing false data on your sign-up form, or online application, including providing fraudulent credit card or other payment information.

4. Fair Usage

If any User's usage is continually excessive, unfair, affects other Users' enjoyment of the Service, or is not consistent with the usage typically expected on that User's current package, you must (a) take steps to ensure that any such User's usage is restricted so that it does not impair the performance of the Service for other Users and (b) reserve the right to upgrade Users to a package more suited for their usage. In extreme cases, you should also reserve the right to suspend or terminate the User's ability to access the Service.

Any product which you sell to a User which is designated for use as a consumer product must actually be used in the average consumer household and must not be used for enterprise purposes, such as the operation of an internet café or any similar use.

5. Security

You agree not to access or attempt to access private areas of the Service. You agree to notify Nassat as soon as you become aware of an unauthorised use of your account and/or any breach or attempted breach of security on the Service.

6. Content

You understand and agree that information and access available through the Service may include controversial, sexually explicit, or other material that may be offensive to users for whom you are responsible. Nassat has no responsibility for or control over such materials, and you take sole responsibility for using any available screening software or other methods of limiting access (specifically including the access of minors) to any material you may find objectionable. However Nassat can, for an additional subscription, provide you with the relevant software to exclude such materials.