

LIQUID INTELLIGENT TECHNOLOGIES ACCEPTABLE USE POLICY: LIQUID BROADBAND AND DEDICATED INTERNET ACCESS SERVICES

1. DEFINITIONS

Terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement:

- 1.1. **“AUP”** means this Acceptable Use Policy relating to the Liquid Intelligent Technologies Internet Access Service;
- 1.2. **“Broadband Internet”** means the Broadband Internet Access Service provided by Liquid Intelligent Technologies to the user, using Liquid Intelligent Technologies’ Network;
- 1.3. **“Congestion”** Network congestion in data networking and queueing theory is the reduced quality of service that occurs when a network node or link is carrying more data than it can handle;
- 1.4. **“Dedicated Internet Access”** or **“DIA”** means the Dedicated Internet Access Service provided by Liquid Intelligent Technologies to the user, using Liquid Intelligent Technologies’ Network;
- 1.5. **“Excessive usage”** means usage more than the maximum possible usage for the Internet Service. Such factor may be on upload or download from time to time and any such change will be published on Liquid Intelligent Technologies’ website;
- 1.6. **“Improper usage”** means usage which contravenes this AUP as it pertains to the usage of the Internet Access Service;
- 1.7. **“Law Enforcement Agencies”** means any agency which enforces the law. This may be a special, local, or state police, federal agencies;
- 1.8. **“Malicious Code”** means harmful computer code or web script designed to create system vulnerabilities leading to back doors, security breaches;
- 1.9. **“Maximum possible usage”** means the maximum download speed multiplied by the period of use to derive a maximum possible download capacity per month and the maximum upload speed multiplied by the period of use to derive a maximum possible upload capacity per month;
- 1.10. **“MPLS”** or **“Multiprotocol Label Switching”** is a type of data-carrying technique for high performance telecommunications networks;
- 1.11. **“Network Neutrality”** means the basic principle that prohibits internet service providers like Liquid Intelligent Technologies from speeding up, slowing down or blocking any content, applications or websites its users want to use or access;

- 1.12. **“Public Authorities”** means type of public-benefit corporation that takes on a more bureaucratic role, such as the maintenance of public infrastructure, that often has broad powers to regulate or maintain public;
- 1.13. **“Viruses”** means malware that can be spread through email and text message attachments, Internet file downloads, social media scam links and so forth;
- 1.14. **“Worms”** means a program that spreads across the internet by replicating itself on computers via their network connections;

2. ACCEPTABLE USE POLICY

The purpose of this AUP is to ensure equity of access to all users of Liquid Intelligent Technologies Internet Service. Liquid Intelligent Technologies endeavor to provide equitable access to all users to ensures the best possible performance and experience for the majority of its users.

Many factors must be considered, including the regulatory environment. Generally, to be compatible with the spirit of Network Neutrality to enable Liquid Intelligent Technologies to deliver our Internet Service.

This AUP relates to the data usage of the Internet Service only. Other issues related to our Internet Service as well as data usage related to other access services are covered by the Liquid Intelligent Technologies Internet Service Schedule.

3. USAGE GUIDELINES AND ACCEPTABLE USE

The Internet Service is provided over Liquid Intelligent Technologies’ MPLS Network with service guarantees, which may be impacted by the activities of other users that may cause Congestion on Liquid Intelligent Technologies’ Network.

To help ensure that all customers have fair and equal use of the service and to protect the integrity of its Network, Liquid Intelligent Technologies reserves the right, and will take necessary steps, to prevent improper or excessive usage.

This policy applies to and will be enforced for both intended as well as unintended (e.g., Viruses, Worms, Malicious Code, or otherwise unknown causes) excessive and/or improper usage. Online activities will be subject to the available bandwidth, data storage and other limitations of the Internet service, which Liquid Intelligent Technologies may from time to time, revise at its own discretion and without prior notice to the Customer.

4. ILLEGAL AND INAPPROPRIATE ACTIVITIES

The Internet user, whilst connected to the Internet via Liquid Intelligent Technologies’ Network, must comply with the relevant laws that apply in the country where the user consumes the service, and the laws of the United Kingdom. Liquid Intelligent Technologies makes most of its connections to the internet in the United

Kingdom, hence UK law is considered by the Liquid group as the standard for operations. Some African nations are in the process of developing laws relating to internet usage, and in the absence of such laws in the country where the user consumes the service, the user must comply with the laws of the UK.

The user should also be mindful of the fact that the Internet is a global medium and is regulated by the laws of many different countries. Material or content which is legal in this country may be illegal in another and vice versa.

These are some of the things that the user must not do whilst connected to the Internet:

- 4.1. The user must not, by using the service, download, possess or transmit in any way, illegal material (for example indecent images of children);
- 4.2. The user must not send, publish, distribute, circulate, or otherwise propagate any material that may be deemed to be grossly offensive or of an indecent, obscene nature or menacing in character;
- 4.3. The user must not use the Liquid Intelligent Technologies network and Services to transmit unsolicited e-mail messages, including, without limitation, unsolicited bulk email, where such emails could reasonably be expected to provoke complaints ("spam");
- 4.4. The user must not send, with the intention of causing annoyance, inconvenience or needless anxiety a message that you know to be false, or to cause such a message to be sent or to persistently make use of our service for that purpose;
- 4.5. The user must not gain or attempt to gain unauthorised access to any computer systems for any purpose, including accessing the Internet;
- 4.6. The user must not, without authorisation intentionally impair or attempt to impair the operation of any computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data (this could include deleting files, changing the desktop settings introducing viruses etc.);
- 4.7. The user must not infringe the rights of others, including the right of privacy and copyright (an example would be sharing without permission of the copyright owner protected material such as a music or video file).

Many of these activities could result in legal action, a fine or a term of imprisonment or both. If the user is in any doubt as to the legality of anything, the user must take independent legal advice before proceeding.

5. LIQUID INTELLIGENT TECHNOLOGIES' OBLIGATIONS

Liquid Intelligent Technologies is obliged to disclose information to Law Enforcement Agencies and Public Authorities that are legally entitled to obtain such information. This includes the Regulation of Investigatory Powers Act (UK), and any other local legislation that applies in the country where the service is delivered. Similarly, Liquid Intelligent Technologies must comply with court orders to disclose information. In serious instances of abuse, Liquid Intelligent Technologies may also notify the police or relevant law enforcement agency.

Liquid Intelligent Technologies cannot and does not monitor content of its' customers web space or content of chat rooms, instant messaging, email, newsgroup or indeed of any communications and therefore Liquid Intelligent Technologies cannot and does not guarantee that all of these are free of illegal material or other content considered unacceptable by others including the Internet community.

6. PRIVACY

Because the Internet is an inherently open and insecure means of communication, any data or information a user transmits over the internet may be susceptible to interception and alteration. Subject to Liquid Intelligent Technologies' Online Privacy Policy, Liquid Intelligent Technologies makes no guarantee regarding, and assume no liability for, the security and integrity of any data or information a User transmits via the service or over the internet, including any data or information transmitted via any server designated as "secure".

7. CHANGES TO THE ACCEPTABLE USE POLICIES

Liquid Intelligent Technologies may change the Acceptable Usage Policies from time to time and will inform you on www.liquidtelecom.net or [Legal - Use Policy | Liquid Intelligent Technologies](#) website when Liquid Intelligent Technologies do so. To make the most of the guidance contained in the AUPs, please keep up to date with changes and look at them on a regular basis. Liquid Intelligent Technologies hopes that you will find the useful and informative.