

Acceptable Use Policy

The present Acceptable Use Policy (AUP) applies to any Agreements by Beyond the Digit. It has been drawn up in order to encourage the customer, customer staff, or other users of the customer to handle the Services provided by Beyond the Digit in a responsible way. The AUP describes the types of activities that are not allowed on the Beyond the Digit network. The Internet is still in the process of development, as are the potential ways in which the Internet may be exploited. We may potentially amend below AUP from time to time, either by working out further details, or by describing fair restrictions related to the use of our services. The fact of your continued use of our services will be considered as acceptance of the AUP, as it will be subject to amendments from time to time.

There is a possibility of us amending the AUP in order to reflect any changes to legislation, regulations, or practices allowed within our trade. In such events, we will give notice of such amendments on our Website www.beyondthedigit.com.

This AUP is part of the terms and conditions of your Agreement with us. In accordance with the General Terms and Conditions, services provided to you may be suspended or terminated in case of violations of the AUP. You will bear responsibility for any breaches of this policy, regardless of whether such breaches are effected by you or by someone employed by you, and regardless of whether you have given your permission to do so.

1. Abuse of the Internet

You are not allowed to use the network for illegal, inappropriate, or irresponsible activities, including, but not limited to:

- a. Unauthorised access to, or inappropriate use of data, services, systems, or networks, including any attempts to probe, explore, or test vulnerability of systems or networks, or any violations of safety or verification measures without the explicit permission of the proprietor of the system or network;
- b. Monitoring (keeping track of) data or traffic in any network or system without permission of the proprietor of the system or network;
- c. Any interference with services provided to any user, host, or network, including, but not limited to, E-mail bombing, flooding, deliberate attempts to overload a system, and broadcast attacks;
- d. Using an Internet account or computer without permission of their proprietors;
- e. Gathering information by means of deception, including, but not limited to, Internet scamming (using trickery to make people disclose their passwords), stealing passwords, and scanning port security gaps;
- f. Using false, misleading, or deceptive TCP-IP packet headers or any information components included in headers of messages sent either by E-mail or to newsgroups;
- g. Using the service to distribute software that covertly collects or spreads user information;
- h. Committing acts that are likely to result in acts of revenge directed at our network;
- i. Acts that are likely to conflict with legislation and regulations in force, including protection of personal information;
- j. Intentional or deliberate introduction of viruses or other contagious programmes to the services, or failure to use an updated anti-virus scanning programme to all material downloaded from services;
- k. Sending unwanted E-mail ("SPAM");
- l. Wrongfully pretending to be another computer network or user; or
- m. Committing acts that obstruct use of our services by other customers in unreasonable ways.

2. Safety

- 2.1. You are to observe reasonable safety measures at all times.

- 2.2. Passwords are required to contain at least eight characters, including both letters and numerals, and variations between capitals and lower case letters. You must not allow general expressions to be used as passwords. You must guard the confidentiality of your password, and you are required to change passwords regularly.

3. Commercial bulk E-mail

- 3.1. By force of European Directive 2002/58/CE of July 12, 2002, regarding privacy and electronic communication, use of E-mail for direct marketing purposes is only allowed if such E-mail is directed at receivers who have given their prior permission. We acknowledge that market research will not be regarded as direct marketing in the sense of the Directive mentioned above, and as a consequence, the criteria stated below do not apply to bulk E-mail intended for purposes of market research. Any commercial bulk E-mail not intended for purposes of market research requires our prior permission. Such permission will require you to demonstrate the following to our sufficient satisfaction:
- a. The receivers have given their permission to receiving E-mail by their confirmation, such as that of an opt-in procedure;
 - b. The procedures you use to ask permission are of such a nature that it can be reasonably assumed that the person granting permission is the proprietor of the E-mail address for which permission was granted;
 - c. You will store proof of the receiver's permission in a manner that ensures fast delivery within 72 hours of receipt of any request by the receiver or by us to submit such evidence;
 - d. The main text of the E-mail must contain information on how the E-mail address was obtained, such as, for example: "You have chosen to receive this E-mail promotion through our Website or one of our partner sites", as well as information on how to request proof of such permission, such as, for example: "If you would like to learn more about how we obtained your E-mail address, then please contact us at abuse@yourdomain.nl";
 - e. You have set up procedures that allow receivers to cancel their permission, such as a link contained in the main text of the E-mail, or instructions to reply by the word "Remove/Verwijderen" in the subject line, ensuring that such cancellations will take effect within 72 hours;
 - f. You are required to state an abuse@yourdomain.nl E-mail address on the first page of any Website linked to the E-mail. Such addresses are to be registered at abuse.net, and you are required to reply swiftly to any messages sent to that address;
 - g. You must state a Privacy Policy for any domains linked to the mailing;
 - h. You must have access to means of tracking anonymous complaints;
 - i. You are not allowed to hide the origin of your E-mail in any way. Your E-mail must state the E-mail addresses of receivers in the main text of the message, or in the 'TO/AAN' line of the E-mail.
- 3.2. This policy applies to messages sent using our Beyond the Digit service or network, or to messages sent from any network whatsoever, either by yourself or by any person on your behalf, which directly or indirectly refer to any site hosted through your Beyond the Digit service. You are not allowed to use third party E-mail services that do not observe these same procedures for all their customers.
- 3.3. We may inspect and monitor whether you comply with these criteria by requesting opt-in information from a sample of your list at any moment.

4. Unasked-for E-mail

You are not allowed to send any unasked-for E-mails of commercial or non-commercial nature to anyone who has indicated that he or she does not wish to receive these.

5. Testing vulnerability

Without our prior consent, you are not allowed to probe, explore, penetrate, or test vulnerability of Beyond the Digit systems; nor may you attempt to violate our safety and verification measures, whether by passive or active methods.

6. Newsgroup, Chat Forums, Other Networks

- 6.1. You are required to observe regulations and conventions governing posting of messages on bulletin boards, chat groups, or any other forum you may participate in, such as IRC and USENET groups, for instance, including their rules on content and commercial messages. Such groups will usually forbid commercial messages on other topics or mass posting on multiple forums.
- 6.2. You are required to observe the rules of any other networks to which you have access or in which you participate using our services.

7. Offensive Content

- 7.1. Beyond the Digit exerts no control over and/or has no insight into the contents of data traffic to and/or from the customer. Beyond the Digit merely serves as a conduit and as such bears no responsibility for your content (or what such content is made up of). Beyond the Digit provides no guarantees pertaining to the contents of data, pertaining to reliability and completeness, among other aspects. You are not allowed to publish, express, or distribute content through our network and our equipment, which we reasonably consider to:
 - a. contain or encourage child pornography, or to be obscene, sexually explicit, or morally objectionable in other ways;
 - b. be excessively violent, incite violence, contain threats of violence, or to contain hate-mongering statements;
 - c. be unjust or misleading by force of laws effected for protection of consumers in any jurisdiction, including chain letters and pyramid schemes;
 - d. contain slander or infringe upon individual privacy;
 - e. threaten personal safety or health, to be a threat to public safety or public health, to jeopardise public order, or to obstruct investigations by law enforcement bodies;
 - f. indecently expose corporate secrets or other confidential or patented information;
 - g. be intended to help others impair technical copyright protection mechanisms;
 - h. infringe upon anyone's brands, trademarks, patents, or any other (intellectual) property rights;
 - i. contain any forms of discrimination regardless of their nature, including any discrimination based on gender, race, or age;
 - j. facilitate any act that is or can be libellous, pornographic, obscene, indecent, improper, insulting, or threatening;
 - k. involves theft, fraud, narcotics trade, money laundering, or terrorism; and
 - m. be malevolent or fraudulent in any way, or which may result in acts of vengeance towards us by viewers who feel insulted.
- 7.2. We understand content that is "published or distributed" through our network or our equipment to include Web content, E-mail, messages posted on bulletin boards, chat, and any other means of posting messages, display, or distribution depending on Internet use.

8. Export inspection

(Professional) services may not be used by individuals, organisations, companies, legal persons, or entities with no legal personalities, including any subsidiaries or chain enterprises that ignore laws governing export inspection, and/or which:

- 8.1. are located in Iran, Sudan, Cuba, Syria, North Korea, and Libya; and/or
- 8.2. are either involved in, or suspected of activities or business dealings in the areas of:
 - a. illegal gambling;
 - b. terrorism;
 - c. narcotics trade;
 - d. arms trade or distribution of weapons of mass destruction; including any connections to others who may be sponsoring or supporting such activities or affairs.

9. Material subject to copyright

- 9.1. You are not allowed to use our network for downloading, publishing, distributing, or in any other way copying of text, musical compositions, software, art, imagery, or any other work protected by copyright, unless:
 - a. the copyright holder has given explicit permission for the intended manner of copying the designated work; and
 - b. Copyright laws allow you to copy such work in the intended manner beyond such restrictions.
- 9.2. In accordance with the General Terms and Conditions, we will terminate service to people infringing upon copyright.

10. Cooperation in Investigation and Legal Matters

- 10.1. Beyond the Digit is not liable for the contents of material created or offered using the services of Beyond the Digit. Beyond the Digit exerts no editorial supervision of the contents of material. It is possible for us to monitor your content or traffic, or that of other users, in order to ensure that services are used in legal ways, insofar as current legislation permits us to. Beyond the Digit has the right to intercept or to block content or traffic from you or from other users if services are used in illegal ways and conflicting with the present AUP, and if you do not cease such use and do not provide a valid reason for it within 7 days of receipt of our formal written notice.
- 10.2. Beyond the Digit is entitled, without any obligation of informing you, to:
 - a. report any of your behaviour that we deem to conflict with current legislation to the relevant authorities; and
 - b. submit information we have about you or your users or traffic, in response to a formal or informal request to do so by a law enforcement body or regulatory body conducting investigations into activities such as those described above, or in response to a formal request in civil proceedings that appears to meet the criteria for such requests.
- 10.3. You give your consent to our enabling the relevant authorities to inspect your content or traffic if we are legally authorised to do so. However, to the extent by which such is possible without violating any legal or regulatory demands, we will inform you beforehand of such demands within a reasonable term, and we will enable you to resist such inspections and/or to try and limit them, within the boundaries of practical feasibility in all events.

11. Further stipulations

- 11.1. Information contained in your domain name registration file must be valid and up-to-date with respect to all domains hosted by our network.
- 11.2. You are only allowed to use IP addresses that have been allocated to you by our staff.
- 11.3. You are not allowed to take any actions that may directly or indirectly result in any part of our IP range being listed in databases used to register abuse.

12. AUP Violation Consequences

If your use of your Beyond the Digit service involves any violation of this AUP, you will be held fully responsible; even if such use can be attributed to your customers, and even if such involves unauthorised use that you could not have prevented. We will charge you at our standard hourly rates for performing activities related to any violations of the AUP, as well as charging you with costs of equipment and materials required for:

- a. investigating any suspected violations of this AUP, or for responding to it in other ways;
- b. repairing any damage inflicted upon us or one of our customers as a result of using your service in violation of this AUP;
- c. responding to complaints; and
- d. having our IP numbers removed from any "blacklist" whatsoever.

13. Disclaimer

We are not obliged to monitor activities of our customers, or to act as a guard dog for our customers, and this AUP is no cause for expecting us to adopt any such obligations; we dismiss any liability related to abuse of our network.