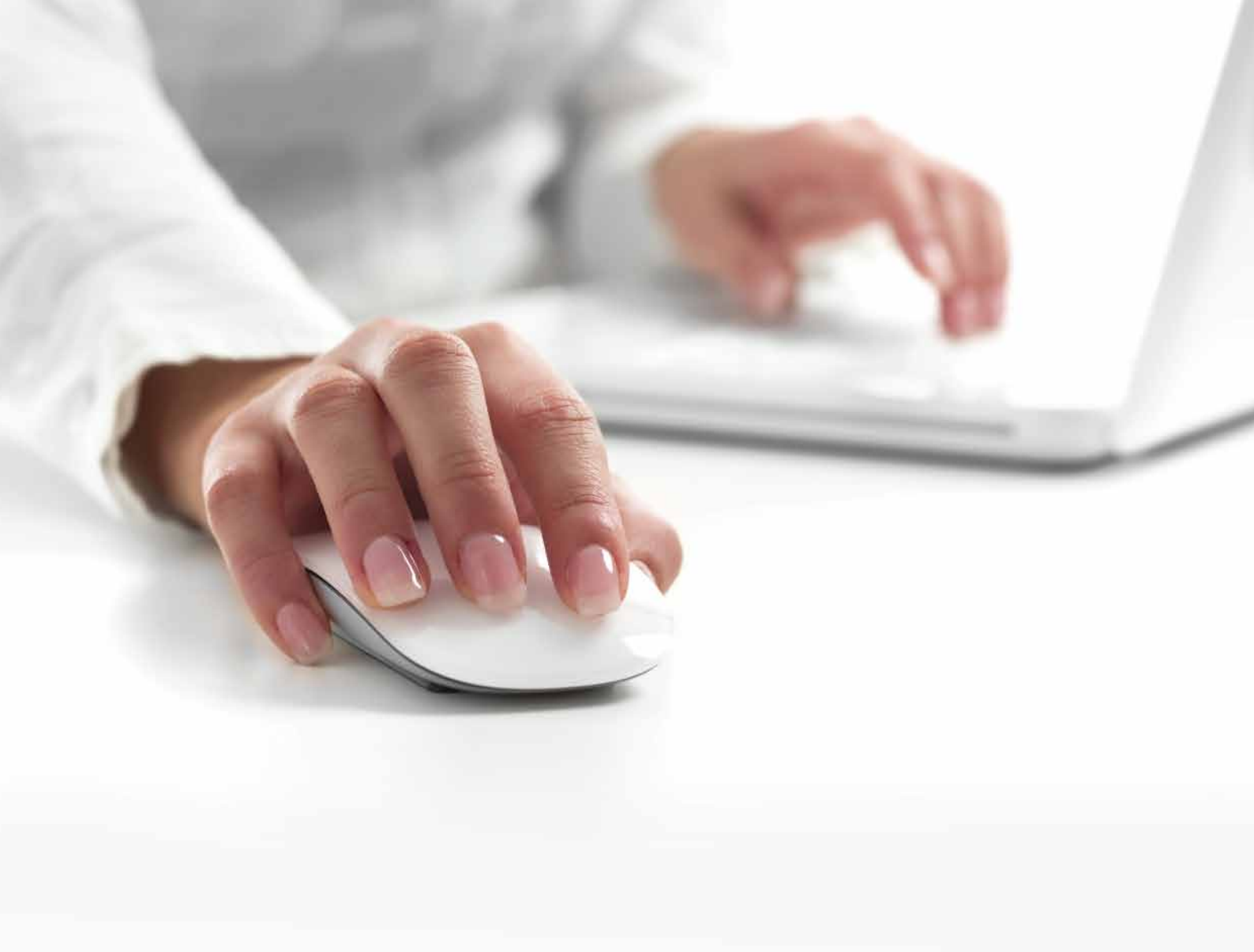




2014

ACCEPTABLE USE POLICY

swiftway



Swiftway and its subsidiaries (collectively "Swiftway") have formulated this Acceptable Use Policy in order to encourage the responsible use of Swiftway's networks, systems, services, web sites and products (collectively "Swiftway's Network and Services") by our customers and other users ("Users"), and to enable us to provide our Users with secure, reliable and productive services.



General Conduct

Swiftway's Network and Services must be used in a manner that is consistent with their intended purposes and may be used only for lawful purposes. Users may not use Swiftway's Network and Services in order to transmit, distribute or store material (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others, (c) that is fraudulent, obscene, defamatory, libelous, threatening, abusive or hateful or contains a virus, worm, Trojan horse, or other harmful component, (d) containing fraudulent offers for goods or services or any promotional materials that contain false, deceptive or misleading statements, claims or representations or (e) generally, in a manner that may expose Swiftway or any of its personnel to criminal or civil liability.



Responsibility for Content

Swiftway takes no responsibility for any material created or accessible on or through Swiftway's Networks and Services that is not posted by or at the request of Swiftway. Swiftway does not monitor nor exercise any editorial control over such material, but reserves the right to do so to the extent permitted by applicable law. Swiftway is not responsible for the content of any web sites other than Swiftway's web sites, including for the content of web sites linked to such Swiftway's web sites. Links are provided as Internet navigation tools only.



Unsolicited Messages

Users may not send unsolicited e-mail messages, including, without limitation, bulk commercial advertising or informational announcements ("Spam") in a way that could be reasonably expected to adversely impact Swiftway's Network and Services, including, without limitation, using an e-mail account on Swiftway's network to send Spam, or using the service of another provider to send Spam or to promote a site hosted on or connected to Swiftway's network. In addition, Users may not use Swiftway's Network and Services in order to (a) send e-mail messages which are excessive and/ or intended to harass or annoy others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged TCP/IP packet header information, (d) send malicious e-mail, including, without limitation, "mail bombing", (e) send or receive e-mail messages in a manner that violates the use policies of any other internet service provider, or (f) use an e-mail box exclusively as a storage space for data.



Third Party Rules / Usenet

Users may not send unsolicited e-mail messages, including, without limitation, bulk commercial advertising or informational announcements ("Spam") in a way that could be reasonably expected to adversely impact Swiftway's Network and Services, including, without limitation, using an e-mail account on Swiftway's network to send Spam, or using the service of another provider to send Spam or to promote a site hosted on or connected to Swiftway's network. In addition, Users may not use Swiftway's Network and Services in order to (a) send e-mail messages which are excessive and/ or intended to harass or annoy others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged TCP/IP packet header information, (d) send malicious e-mail, including, without limitation, "mail bombing", (e) send or receive e-mail messages in a manner that violates the use policies of any other internet service provider, or (f) use an e-mail box exclusively as a storage space for data.



System and Network Security

Users are prohibited from violating or attempting to violate the security of Swiftway's Network and Services, including, without limitation, (a) accessing data not intended for such User or logging into a server or account which such User is not authorised to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation, (c) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mailbombing" or "crashing", (d) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, or (e) taking any action in order to obtain services to which such User is not entitled. Violations of system or network security may result in civil or criminal liability. Swiftway will investigate occurrences that may involve such violations and may involve, and co-operate with, law enforcement authorities in prosecuting Users who are involved in such violations.



Suspension Termination

Any User which Swiftway determines, in its sole discretion, to have violated any element of this Acceptable Use Policy shall receive a written warning and may be subject, at Swiftway's discretion, to a temporary suspension of service until such User agrees in writing to refrain from any further violations. However, where Swiftway deems it necessary, it may in its sole discretion immediately suspend or terminate such User's service without issuing such a warning. Users which Swiftway determines to have committed a second violation of any element of this Acceptable Use Policy shall be subject to immediate suspension or termination of service without further notice and Swiftway may take such further action as Swiftway solely determines to be appropriate under the circumstances to eliminate or preclude such violation. Swiftway shall not be liable for any damages of any nature suffered by any Customer, User, or any third party resulting in whole or in part from Swiftway's exercise of its rights under these policies.



Installation reinstallation

Users are allowed to request upto one free reinstallation per calender month of the operating system Swiftway originally delivered with the server. If Users request more then one reinstallation per calender month or requests a change of the installed Operating system, then these are charged at Euro 25,00 per installation. Swiftway reserves the right to modify this Acceptable Use Policy at any time in its sole and absolute discretion. Changes and modifications will be effective when posted and any use of the Swiftway Network and Services after the posting of any changes will be considered acceptance of those changes.