

GNX Acceptable Use Policy

1. General Policy: GNX is at all times committed to complying with all laws and regulations governing the use of the internet or any type of transmission. This Acceptable Use Policy (“AUP” or “Policy”) is devised for the purpose of encouraging the responsible use of our Services and specifies the actions that are prohibited by GNX, BV (“GNX”) by any customer or user of GNX Services (collectively “Customer” or “User”). This Policy is intended to be read within the Context of GNX’s General Terms and Conditions (“Terms”), which is hereby incorporated by reference as the overarching agreement governing any and all relationships between GNX and its Customers, of which this Policy is a part. GNX reserves the right to deny or restrict any Customer’s Service, or immediately suspend or terminate the Service, if the use of the Service by anyone using it, in our sole discretion, violates this AUP or any other Agreement or GNX policy, is objectionable or unlawful, or interferes with the functioning or use of the Internet or the GNX network by GNX or other users.

2. Applicability: This Policy applies to all internet access Services, including any optional and related services (individually or collectively, “Services”) provided by GNX to its Customers. By using GNX’s Services, Customer agrees to comply with this AUP in addition to GNX’s Terms and to ensure compliance with this Policy and such Terms by its users or (end)customer. GNX reserves the right to change or modify, both its General Terms and the terms of this Policy at any time, effective upon the posting of the modified Terms and/or Policy to the GNX website at www.gnx.net. Customer’s use of any of GNX’s Services after changes to its Terms or this AUP are posted shall constitute acceptance of any changed or additional terms, respectively.

3. Unlawful Use: GNX Services may be used only for lawful purposes and in a manner that is consistent with their intended purpose(s). Customer shall not use any GNX Service in order to host, post, transmit, distribute, download/upload or store illegal material or in any other way violate any applicable law or regulation. Any such hosting, posting, transmission, distribution, download/upload or storage of any material in violation of any

applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Customer shall not host, post, transmit, download/upload, or store any content or material in violation of any applicable law or regulation.

The following are some specific examples of conduct which violate the terms of this AUP and may lead to the termination of a Customer’s Service. Without limiting the general policy as described in Section 1, it is a violation of this Policy to:

(a) access without permission or right the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of GNX or any other entity, or to penetrate the security measures of GNX or any other person’s computer system, or to attempt any of the foregoing;

(b) transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, “spamming”, “flaming” or denial of service attacks;

(c) intercept, interfere with or redirect email or other transmissions sent by or to others;

(d) introduce material that contains any virus, worm, harmful code or Trojan horse via the Internet;

(e) post off-topic information on message boards, chat rooms or social networking sites;

(f) engage in conduct that is fraudulent or deceptive or that contains fraudulent offers for goods or services or any promotional materials that contain false, deceptive or misleading statements, claims or representations;

(g) violate GNX’s or any third party’s copyright, trademark, proprietary or other intellectual property rights;

(h) engage in any conduct harmful to the GNX network, the Internet generally or other Internet users;

(i) generate excessive amounts of email or other Internet traffic;

(j) use the service in any fashion for the transmission or dissemination of images containing material that is harassing, or threatening the health or safety of others, including child pornography, and material that is obscene, sexually explicit, indecent, abusive, hateful, malicious, cruel, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence, or that is otherwise harmful to others or which espouses, promotes or incites bigotry, hatred or racism;

(k) download or use the Service in, or directed towards, destinations that are otherwise controlled or embargoed under applicable law; or

(l) generally, to use the Service to violate any rule, policy or guideline of GNX, or in a manner that may expose GNX or any of its personnel to criminal or civil liability.

4. Violation of Policy: If GNX or its local suppliers, reasonably determines (i) that this Policy has been violated in any way whatsoever, or (ii) that it may expose GNX to sanctions, prosecution or any other liability or risk, GNX reserves to itself the right to take all appropriate steps available to enforce compliance with this Policy including suspending or terminating a Customer's Service. When feasible, GNX may provide Customer with a notice of a Policy violation via e-mail or otherwise allowing the Customer to promptly correct such violation. Customers are responsible for taking prompt corrective action(s) to remedy any violation of this Policy and to help prevent similar future violations.

INDIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A GNX CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH CUSTOMER OR END USER.

5. Violation of intellectual property and/or privacy rights: GNX respects the intellectual property rights of third parties. Accordingly, Customer may not use GNX's systems or servers to host, post, transmit, distribute, download/upload or store any material that, or in any manner might, constitute an infringement of, or otherwise violate GNX's or a third party's intellectual property, privacy or publicity rights, including but not limited to, any rights protected by any copyright, trademark, trade secret, patent or any other intellectual property. Downloading copyrighted material or making copyrighted material available to others on the internet is illegal unless specific permission is granted by the copyright owner. It is GNX's policy to terminate the account of repeat copyright infringers in appropriate circumstances. In addition, GNX expressly reserves the right to suspend, terminate or take other interim action regarding the Service of any Customer, Subscriber or account holder if GNX, in its sole judgment, believes that circumstances relating to an infringement of any intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights GNX may have under law or contract.

6. Email: E-mail abuse is expressly prohibited when using any GNX Services such as sending unsolicited or bulk mail messages (i.e., 'spamming'), including without limitation, commercial advertising and informational announcements. A User shall not use another site's mail server to relay mail without the express permission of the site. This includes receiving replies from unsolicited emails, (i.e., 'drop-box' accounts) or configuring any email server in such a way that it will accept third party emails for forwarding (i.e., open mail relay). Bulk email may only be sent to recipients who have expressly requested receipt of such email messages through a 'verified opt-in' process. Users that send bulk email messages must maintain complete and accurate records of all email subscription(s) requested, specifically including the email and associated headers sent by every subscriber, and shall immediately provide GNX with such records upon request. If a site has roaming users who wish to use a common mail server, the mail server must be configured to require user identification and authorization.

Customer may not use GNX's Services or the network of GNX's Local Suppliers for:

- (a) sending e-mail messages which are excessive and/ or intended to harass or annoy others;
- (b) continuing sending e-mail messages to a recipient that has indicated that he/she does not wish to receive them;
- (c) purchase lists of email addresses from third parties for mailing to or from any global Internet hosted domain, or referencing GNX account, is prohibited;
- (d) sending e-mail with forged TCP/IP packet header information;
- (e) sending malicious e-mail, including, without limitation, "mailbombing", or
- (f) sending or receiving e-mail messages in a manner that violates the use policies of any other internet service provider.

7. System and Network Security: Customers are responsible for ensuring and maintaining the security of their systems and the machines that connect to and use any GNX Service(s), including implementation of necessary patches and operating system updates. Customer is prohibited from violating or attempting to violate the security of GNX's Services or the network of GNX's Local Suppliers or others, and any such failure, either by act or omission, is prohibited as constituting a violation of GNX's system or network security, and may result in civil and/or criminal liability. GNX will investigate any incidents involving such violations and may involve, and will cooperate with law enforcement, if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- (a) Unauthorized access to or use of computers, data, systems, accounts or networks, including any attempts to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network ("hacking");

(b) Unauthorized monitoring of data or traffic on any network or system without the express authorization of the owner of the system or network;

(c) Engaging in or permitting any network or hosting activity that results in the blacklisting or other blockage of GNX space is prohibited;

(d) Attempting to circumvent Customer authentication or security of any hosts, network, or account ('cracking') without authorization is prohibited;

(e) Simulating communications ("phishing") from and/or to a website or other service of another entity in order to collect identity information, authentication credentials, or other information from the legitimate users of that entity's service is prohibited;

(f) Interference with service to any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks;

(g) Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting;

(h) Activities that disrupt the use of or interfere with the ability of others to effectively use the network, system, service, or equipment by utilizing programs, scripts, or commands to abuse a website (i.e., DDOS, SYN Floods or similar attacks); and/or

(i) Using malware, DNS cache poisoning or other means ("pharming") to redirect a user to a website or other service that simulates a service offered by a legitimate entity in order to collect identity information, authentication credentials, or other information from the legitimate users of that entity's service is prohibited.

8. Content: GNX takes no responsibility for any material created or accessible on or through GNX's Services or the network of GNX's Local Suppliers that is not posted by or at the request of GNX. GNX 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. GNX is not responsible for the content of any web sites other than GNX's web sites, including for the content of web sites linked to such GNX's web sites.

GNX may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of this Agreement and AUP. You acknowledge that GNX shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the Service, including but not limited to content that violates the law or this Agreement.

9. Internet use: Customer may have access through GNX's Services or the network of GNX's Local Suppliers to search engines, subscription web services, chat areas, bulletin boards, web pages, Usenet, or other services that promulgate rules, guidelines or agreements to govern their use. For example, posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting) is explicitly prohibited. Customer must adhere to any such rules, guidelines and agreements. Further, some activities that Customers can perform when accessing the internet may be harmful or cause loss to themselves, others, or to equipment, including without limitation:

(a) downloading content (including receiving emails) from the Internet which may introduce viruses or other harmful features to the Customers' computer;

(b) buy goods or services using the Internet;

(c) transmitting confidential information over the internet (such as credit card numbers or other business information); or

(d) accessing and viewing content on the internet or otherwise available through the service that may be offensive to some individuals, or inappropriate for children.

Customer shall bear all risk associated with the activities referred to above and GNX does not have any liability for any claims relating to such activities. It is the Customer's responsibility to implement filtering measures.