



## DhivehiNet Acceptable Use Policy ("AUP")

Dhiraagu's Acceptable Use Policy ("AUP") is provided to give our customers and users a clear understanding of what Dhiraagu expects of them while using the service. All users of Dhiraagu's Internet services: those who access some of our Services but do not have accounts, as well as those who pay a service fee to subscribe to the Services, must comply with this AUP and our General Terms and Conditions for Provision of Telecommunications Service (Terms and Conditions).

This document defines the Acceptable Use of the Services with a view of ensuring the integrity, security, reliability and privacy of Dhiraagu network, systems, products, services, server hosting facilities and data contained therein (collectively, the "Dhiraagu Network").

Use of Dhiraagu Service constitutes acceptance and agreement to Dhiraagu's AUP as well as Dhiraagu's Terms and Conditions.

### A. General

Dhivehi Raajjeyge Gulhun Private Limited ("Dhiraagu") provide to business and consumer users a variety of information technology related products and services, including such service as internet access, content delivery services, various electronic mail (email) packages and services, world wide web hosting arrangements, voice and other data, online, internet-related and telecommunications services (each, a "Service" and collectively the "Services").

Dhiraagu's Customers are solely responsible for the content and messages that they post, distribute or otherwise make available using Dhiraagu Network and Services. Dhiraagu encourages its Customers to self-rate their websites using a major rating agency such as the Internet Content Rating Association (ICRA) (<http://www.icra.org>).

For the purposes of this policy, a Customer is defined as any party who purchases or uses a Service from Dhiraagu.

### B. Prohibited Activities

It is contrary to Dhiraagu policy for any of its Customers or other Service user to effect or participate in any of the activities listed below (whether actual or attempted and whether directly or indirectly) through a Service.

Each of the below practices (each, a "Prohibited Activity") constitutes abuse of Dhiraagu's Services, Network and facilities and interferes with other Service users. Accordingly, these practices are prohibited.

1. E-mail / News Bombing: Malicious intent to impede another person's use of electronic mail services or news will result in the immediate termination of the offending Dhiraagu account.
2. Sending unsolicited commercial messages or communications in any form ("SPAM");
3. Falsifying user or other Service related information, including, but not limited to, intentionally omitting, deleting, forging or misrepresenting transmission information, including headers, return mailing and Internet protocol addresses, provided to Dhiraagu or to other Service users or engaging in any activities or actions intended to withhold or cloak Customer's or its End Users identity or contact information;
4. Unauthorized access: Use of the Dhiraagu service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Dhiraagu's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending Dhiraagu account is subject to immediate termination.
5. Copyright or trademark infringement: Use of the Dhiraagu service to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization

- and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
6. Collection of personal data: Use of the Dhiraagu service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
  7. Network disruptions and unfriendly activity: Use of the Dhiraagu service for any activity which affects the ability of other people or systems to use Dhiraagu Services or the Internet. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Subscriber may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner. Unauthorized entry and/or use of another company and/or individual's computer system will result in immediate account termination. Dhiraagu will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.
  8. Fraud: Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.
  9. Distribution of Viruses: Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offense will result in the immediate termination of the offending account.
  10. Inappropriate Use of Software: Use of software or any device that would facilitate a continued connection, i.e. pinging, while using Dhiraagu services could result in suspension service.
  11. Third Party Accountability: Dhiraagu customers will be held responsible and accountable for any activity by third parties, using their account that violates guidelines created within the Acceptable Use Policy.
  12. Engaging in any other activity that:
    - i. violates a law or regulation (including, but not limited to, libel, slander, invasion of privacy, harassment, obscenity, child pornography, export laws and regulations, and infringement or misappropriation of another party's copyrights, trademarks, patents, trade secrets or other intellectual property rights);
    - ii. threatens the integrity and/or security of any network or computer system (including, but not limited to, transmission of worms, viruses and other malicious codes and accessing any device or data without proper authorisation);
    - iii. attempts to use the Service in such a manner so as to avoid incurring charges for or otherwise being required to pay for such usage;
    - iv. otherwise degrades or interferes with other users' use of a Service;
    - v. breaches a third party non-disclosure agreement or obligation, or
    - vi. violates generally accepted standards of Internet or other networks conduct and usage, including, but not limited to, denial of service attacks, web page defacement, port and network scanning, and unauthorised system penetrations.
  13. Engaging in any of the activities listed above by using another provider's service, but channeling the activity through a Dhiraagu account, remailer, or otherwise through a Service.

## IMPORTANT NOTICE:

**BEGINNING IMMEDIATELY**, anyone hosting websites or services on their server that support spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their server immediately removed from our network. The server will not be reconnected until such time that you agree to remove **ANY** and **ALL** traces of the offending material immediately upon reconnection and agree to allow us access to the server to confirm that all material has been **COMPLETELY** removed. Severe violations may result in immediate and permanent removal of the server from our network without notice to the customer. Any server guilty of a second violation **WILL** be immediately and permanently removed from our network without notice.

## C. Rights and Remedies

Dhiraagu may suspend and/or terminate a Customer's Service at any time for any material failure) of Customer, its representatives or its users to comply with this policy or for engaging (or permitting others to engage) in a Prohibited Activity (as determined by Dhiraagu, in its reasonable discretion).

Dhiraagu may deny all traffic from known IP address blocks that support indiscriminate port scanning programs or other unlawful activity, for the purpose of preserving Customer's system and network resources.

Dhiraagu reserves the right to, where feasible, implement technical mechanisms to prevent a Prohibited Activity. In addition, Dhiraagu reserves the right to charge the Customer to cover administrative costs associated with the Prohibited Activities of the Customer including, but not limited to, recovery of the costs of identifying offenders and removing them from or discontinuing providing them Service, in an amount (i) equal to Dhiraagu actual expenses incurred in preventing or responding to such activity, or (ii) up to Mrf 5000, whichever is greater.

For complaints of SPAM only: In addition to any applicable charges described above, Dhiraagu reserves the right to charge the Customer the amount set forth under applicable law or if no amount is specified Rf100.00 per spam e-mail, such messages being not only annoying to internet users, but also seriously affecting the efficiency and cost-effectiveness of the Network (they increase Dhiraagu costs by clogging the Network, rendering web-sites inaccessible and potentially leading to down time of Customers' mission-critical internet applications).

Nothing in this Acceptable Use Policy limits Dhiraagu rights and remedies (available at law or in equity) in any way with respect to any Prohibited Activity.

Dhiraagu has the right to delete ALL data files, or other information that is stored in any database operated by a Dhiraagu officer or under the auspices of Dhiraagu once your nick/channel's registration has been terminated, by either you or Dhiraagu.

No warranty is made by Dhiraagu regarding any information, services or products provided through, in connection with, or located on the computer systems owned by, or operated under the auspices of, Dhiraagu or any other services provided by Dhiraagu. Dhiraagu hereby expressly disclaims any and all warranties, including without limitation (i) any warranties as to the availability, accuracy, or content of information, products, or services; and, (ii) any warranties of merchantability or fitness for a particular purpose.

Dhiraagu shall have no liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, electrical surge or damage or interference, deletion, defect, delay in operation or transmission, communication line failure.

## D. Security

You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server.

- Your password provides access to your account. It is your responsibility to keep your password secure.
- Sharing your password and account access with unauthorized users is prohibited. You should take care to prevent others from using your account since you will be held responsible for such use.
- Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service.
- You must adopt adequate security measures to prevent or minimize unauthorized use of your account.
- You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or

distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

- You may not attempt to interfere with service to any user, host or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

Users who violate systems or network security may incur criminal or civil liability. Dhiraagu will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law.

## **E. Network Address Ownership:**

Any IP addresses assigned to customers are considered loaned to customers, and not given. They will revert back to Dhiraagu, after the customer leaves or discontinues to use our services.

## **F. Network Performance**

Dhiraagu accounts operate on shared resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination of your account.

You are prohibited from excessive consumption of resources, including CPU time, memory, disk space and session time. You may not use resource-intensive programs which negatively impact other customers or the performances of Dhiraagu systems or networks. Dhiraagu reserves the right to terminate or limit such activities.

## **G. Access to Internet Data Centres**

For Customers accessing Internet Data Centres (IDCs), in addition to, and to the extent not in conflict with, the rules of the individual IDC, only those individuals identified in writing by Dhiraagu or by Customer on the Customer Registration Form ("Authorized Personnel") may access the IDCs. Customer shall deliver prior written notice to Dhiraagu of any changes to the Customer Registration details and the list of Authorized Personnel. Customer and its representatives shall not allow any unauthorised persons to have access to or enter any IDC. Customer and its representatives may only access that portion of an IDC made available by Dhiraagu to Customer for the placement of Customer's equipment and use of the IDC Services (the "Customer Area"), unless otherwise approved and accompanied by an authorised Dhiraagu representative.

## **H. Use of Internet Data Centre Facility**

*Conduct at Internet Data Centres.* For Customers accessing IDCs, in addition to, and to the extent not in conflict with, the rules of the individual IDC, Customer and its representatives agree to adhere to and abide by all security and safety measures established by Dhiraagu and set forth in the Customer Guide provided by Dhiraagu to Customer.

Customer and its representatives shall also not do or participate in any of the following:

1. misuse or abuse any Dhiraagu property or equipment or any third party property or equipment;
2. make any unauthorised use of or interfere with any property or equipment of any other Dhiraagu Customer;
3. harass any individual, including Dhiraagu personnel and representatives of other Dhiraagu Customers;
4. engage in any activity that is in violation of the law or aids or assists any unlawful activity while on Dhiraagu property or in connection with the IDC Services.

*Prohibited Items.* For Customers accessing IDCs, in addition to, and to the extent not in conflict with, the rules of the individual IDC, Customer and its representatives shall keep each Customer Area clean, free and clear of debris and refuse. Customer shall not, except as otherwise agreed to in writing by Dhiraagu, (1) place any computer hardware or other equipment in the Customer Area that has not been identified in writing to Dhiraagu; (2) store any paper products or other combustible materials of any kind in the Customer Area (other than equipment manuals); and (3) bring any



Prohibited Materials (as defined below) into any IDC. "Prohibited Materials" shall include, but not be limited to, the following and any similar items:

1. food and drink;
2. tobacco products;
3. explosives and weapons;
4. hazardous materials;
5. alcohol, illegal drugs and other intoxicants;
6. electro-magnetic devices which could unreasonably interfere with computer and telecommunications equipment;
7. radioactive materials;
8. photographic or recording equipment of any kind (other than tape back-up equipment).

## **I. Equipment and Connections**

*Customer Equipment.* For Customers accessing IDCs, in addition to, and to the extent not in conflict with, the rules of the individual IDC, each piece of equipment installed in a Customer Area (the "Customer Equipment") must be clearly labelled with Customer's name (or code name provided in writing to Dhiraagu) and individual component identification. Each connection to and from a piece of Customer Equipment shall be clearly labelled with Customer's name (or code name provided in writing to Dhiraagu) and the starting and ending point of the connection. Customer Equipment must be configured and run at all times in compliance with the manufacturer's specifications, including power outlet, power consumption and clearance requirements. Customer must use its best efforts to provide Dhiraagu with at least 48 hours prior notice any time Customer intends to connect or disconnect any Customer Equipment or other equipment.

## **J. Modification of This Policy**

Dhiraagu reserves the right to change this policy from time to time.

## **K. Limitation of Liability**

In no event shall Dhiraagu be liable to any user of Dhiraagu network, any customer, nor any third party for any direct, indirect, special or consequential damages for actions taken pursuant to this AUP, including but not limited to any lost profits, business interruption, loss of programs or other data, or otherwise, even if Dhiraagu was advised of the possibility of such damages.