

Acceptable Use Policy

INTRODUCTION

This Acceptable Use Policy (AUP) applies to the use of the Products and Services provided by NewSat by a customer of NewSat (Customer).

This AUP forms part of and is to be read in conjunction with the Customer Order and Standard Service Terms of NewSat in respect of the Products and Services. Defined terms in the Standard Service Terms have the same meaning in this AUP.

NewSat may amend this AUP from time to time by posting an updated version on the NewSat Website. Any updated version will apply to the Customer's use of the Products and Services from the date of posting.

GENERAL OBLIGATIONS

1. Without limiting any obligations of the Customer in any other agreement between the Customer and NewSat with respect to the Products and Services, the Customer must not:
 - (1) circumvent or attempt to circumvent the security of the Products or Services.
 - (2) send unsolicited or unwelcome content to anyone, including material that is lewd, obscene, threatening, abusive, defamatory or that violates any applicable law.
 - (3) make lewd, obscene, threatening, abusive or defamatory remarks or invite hatred to any person or group.
 - (4) use the Products or Services to:
 - (a) disseminate spam or other unsolicited bulk messages.
 - (b) receive responses to spam or other unsolicited bulk messages.
 - (c) send messages where the source of the message is hidden or obscured or which contains invalid or forged information.
 - (d) relay email from a third party's mail server without permission.
 - (e) collect or harvest screen names or email addresses of others.
 - (f) engage in conduct prohibited by any third party who provides services to the Customer.
 - (g) provide or transmit any content of any kind which contains a virus or other harmful component.
 - (h) access or damage another's computer system without permission.
 - (i) conduct or promote a business that is illegal.
 - (j) harass or menace any person.
 - (k) mislead or deceive any person.
 - (l) violate any right of a third party.
 - (5) use the Products or Services:
 - (a) for any unlawful, illegal, malicious or improper purpose.
 - (b) in a manner that is prohibited by applicable law.
 - (6) post or transmit any content of any kind which violates any law or infringes the rights of any other person, including material which is:
 - (a) an invasion of any privacy or publicity rights.
 - (b) private or confidential information of another.
 - (c) protected by copyright, trade mark or any other proprietary right
 - (d) a derivative of a work that is protected by copyright, trade mark or any other proprietary right, without first obtaining permission from the owner or relevant right holder.
 - (7) use the Products or Services in a way which interferes, in any way, with the proper operation of the Products or Services or the ability of other customers of NewSat to access the Services.
 - (8) impersonate another person while using the Products or Services.
 - (9) attempt to do any of the things in this Clause 1.

USAGE

1. Without limiting any of NewSat's rights at law or under any contract, NewSat may without prior notice suspend the Customer's use of, or restrict the Customer's access to, the Products or Services if NewSat determines (in its sole discretion) that the Customer's use or access of the Products or Services is creating an undue burden on the Products or Services or degrades the use of the Services by other customers of NewSat.
2. Without limiting any of the Customer's other obligations, the Customer must not use automated programs which would consume high volumes of capacity via the Products or Services.
3. Except as may be expressly provided by any other agreement between the Customer and NewSat with respect to the Products or Services, the Customer must not use the Products or Services so as to exceed any capacity or usage levels specified in the Customer Order.
4. Any usage of the Products or Services which exceeds any capacity or usage levels will be deemed to be an undue burden for the purposes of clause 3.1.