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General Acceptable Use Policy

As an Internet service provider ("ISP"), **Webdes.co.nz Ltd.** offers its clients the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. **Webdes.co.nz Ltd.** also wants its clients to be fully informed of their rights and obligations -- and those of **Webdes.co.nz Ltd.** -- in connection with their use of the Internet. This Network Access Policy, which supplements and explains certain terms of the Terms of Services Agreement, is intended as a plain English guide to those rights and obligations.

The fundamental fact about the Internet is that no one -- neither **Webdes.co.nz Ltd.**, nor anyone else -- owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When clients obtain information through the Internet, they must keep in mind that **Webdes.co.nz Ltd.** cannot monitor, verify, warrant or vouch for the accuracy and quality of the information that clients may acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because **Webdes.co.nz Ltd.** cannot monitor and censor the Internet, and will not attempt to do so, **Webdes.co.nz Ltd.** cannot accept any responsibility for injury to its clients that results from inaccurate, unsuitable or offensive Internet communications.

When clients disseminate information through the Internet, they also must keep in mind that **Webdes.co.nz Ltd.** does not review, edit, censor or take responsibility for any information its clients may create. This places on clients what will be, for most, an unfamiliar responsibility. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information they create is carried over **Webdes.co.nz Ltd.** facilities and may reach a large number of people, including both clients and non-clients of **Webdes.co.nz Ltd.**, clients' postings to the Internet may affect other clients and may harm **Webdes.co.nz Ltd.**'s goodwill, business reputation and operations. For these reasons, clients violate **Webdes.co.nz Ltd.** policy and the Master Services Agreement when they, their affiliates or subsidiaries engage in the following activities:

- Spamming -- Unsolicited, commercial mass e-mailing (known as "spamming") is a strongly disfavored practice among Internet users and service providers. It is particularly harmful not only because of its negative impact on consumer attitudes toward **Webdes.co.nz Ltd.**, but also because it can overload **Webdes.co.nz Ltd.**'s equipment and disrupt service to **Webdes.co.nz Ltd.** clients.
- Copyright Violation -- Violation of copyrights held by individuals and corporations or other entities can result in civil and criminal liability for the infringer, and can involve the ISP in litigation and possible loss of reputation.
- Distribution and/or Transmission of Obscene or Indecent Speech or Materials -- Violation of indecency and obscenity laws can result in criminal penalties.
- Defamation -- Defamatory speech distributed over the Internet can result in civil liability for the defamer and litigation against the ISP whose facilities were used to distribute the defamatory material.
- Illegal/Unauthorized Access to Other Computers or Networks -- The illegal or unauthorized accessing (often known as "hacking") of computers or networks carries potential civil and criminal penalties under both federal laws and the laws of most states.
- Distribution of Internet Viruses, Worms, Trojan Horses and Other Destructive Activities -- Distribution of Internet viruses, worms, Trojan horses and other destructive activities, such as hacking, can result in serious civil and or criminal liability under federal and state law.
- Export Control Violations -- The law limits the ability of persons to export encryption software, over the Internet or otherwise, to points outside the United States.
- Other Activities, whether lawful or unlawful, that **Webdes.co.nz Ltd.** determines to be harmful to its clients, operations or reputation, including any activities that restrict or inhibit any other user from using and enjoying the service or the Internet.

As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the subscriber. **Webdes.co.nz Ltd.** will not, as an ordinary practice, monitor the communications of its clients to ensure that they comply with **Webdes.co.nz Ltd.** policy or applicable law. When **Webdes.co.nz Ltd.** becomes aware of harmful communications, however, it may take any of a variety of actions. **Webdes.co.nz Ltd.** may remove information that violates its policies, implement screening software designed to block offending transmissions, or take any other action it deems appropriate, including termination of a clients contract with **Webdes.co.nz Ltd.**

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Webdes.co.nz Ltd. also is aware that many of its clients are, themselves, providers of Internet services, and that information reaching **Webdes.co.nz Ltd.**'s facilities from those clients may have been originated by customers of those clients or other third parties. **Webdes.co.nz Ltd.** does not require its clients who offer Internet services to monitor or censor transmissions created by customers of its clients. At the same time, clients who knowingly transmit materials that violate law or **Webdes.co.nz Ltd.** policy are, themselves, in violation of **Webdes.co.nz Ltd.** policy. Similarly, **Webdes.co.nz Ltd.** anticipates that clients who offer Internet services will cooperate with **Webdes.co.nz Ltd.** in any corrective action that **Webdes.co.nz Ltd.** deems necessary, in order to correct and prevent the transmission of material that is harmful to **Webdes.co.nz Ltd.** or its clients. Failure to cooperate with such corrective and preventive measures is a violation of **Webdes.co.nz Ltd.** policy.

Webdes.co.nz Ltd. also is concerned with the privacy of on-line communications. In general, the Internet is neither more nor less secure than other common communications media, including mail, facsimile and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, **Webdes.co.nz Ltd.** urges its clients to assume that all of their on-line communications are insecure.

Webdes.co.nz Ltd. cannot take any responsibility for the security of communications transmitted over **Webdes.co.nz Ltd.**'s facilities. **Webdes.co.nz Ltd.** will comply fully, however, with all applicable laws concerning the privacy of its clients' on-line communications. In particular, **Webdes.co.nz Ltd.** will not intentionally monitor or disclose any private electronic mail messages sent or received by its clients unless required to do so by law. **Webdes.co.nz Ltd.** may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, **Webdes.co.nz Ltd.** may be required to disclose information transmitted through its facilities in order to comply with court orders, statutes, regulations or governmental requests. Finally, **Webdes.co.nz Ltd.** may disclose information transmitted over its facilities where necessary to protect **Webdes.co.nz Ltd.** and its clients from harm, or where such disclosure is necessary to the proper operation of the system.

Webdes.co.nz Ltd. expects that its clients who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A clients failure to comply with those laws will violate **Webdes.co.nz Ltd.** policy.

Finally, **Webdes.co.nz Ltd.** wishes to emphasize that in signing the Terms of Service Agreement, clients indemnify **Webdes.co.nz Ltd.** for any violation of the subscriber of the Terms of Service Agreement, or of law or **Webdes.co.nz Ltd.** policy, that results in loss to **Webdes.co.nz Ltd.** or the bringing of any claim against **Webdes.co.nz Ltd.**. This means that if **Webdes.co.nz Ltd.** is sued because of activities of the subscriber that violate any law, the Terms of Service Agreement or this policy (which is part of the Terms of Service Agreement), the subscriber will pay any damages awarded against **Webdes.co.nz Ltd.**, plus costs and reasonable attorneys' fees.

We hope this Policy Statement is helpful in clarifying the obligations of Internet users, including **Webdes.co.nz Ltd.** and its clients, as responsible members of the Internet community.