

## Acceptable use policy for SLT iDC services(ver 1.2)

**Important Note:** SLT shall revise this Acceptable Use policy from time to time without notice by posting a new version of this document on the SLT iDC website. Accordingly, users of the SLT iDC services (“Services”) should consult this document regularly to ensure that their activities conform to the most recent version. In the event of a conflict between any subscriber agreement and this policy, the terms of this policy will govern. Questions regarding this policy and complaints of violations of this policy by SLT iDC users can be directed to the Office of SLT iDC, 5<sup>th</sup> Floor , SLT Head Quarters , Lotus Road , Colombo 1.

**Introduction:** SLT iDC provides a variety of Data Center related services to customers. The SLT iDC Collocation services allow subscribers to connect to the Company’s high-speed backbone network and the Internet and also to host their servers and other network devices as deemed necessary and as agreed between the parties.

The services use network resources that are shared with many other customers. Moreover, the Services provide access to the Internet, which is used by other users. Each user benefits by being able to share resource and communicate almost effortlessly with other members of the user community. However, as with any community, the benefits and privileges available from the services and the Internet in general, must be balanced with duties and responsibilities so that other users can also have a productive experience.

Use of the service is subject to the following rules and guidelines. Each customer of SLT iDC is responsible for ensuring that the use of all services provided to such customer complies with this Acceptable use Policy. ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICES AND NOTIFY SLT iDC CUSTOMER SERVICE DEPARTMENT SO THAT THE USER’S ACCOUNT MAY BE CLOSED.

**Illegal Activity:** The use of the Services for any activity that violates any local, state, national or international law, order or regulation is a violation of this Policy.

Prohibited activities include, but are not limited to:

- Posting or disseminating material, which is unlawful, illegal or immoral (Such as child pornography or obscene material).
- Disseminating material, which violates the copyright or other intellectual property rights of any person.
- Pyramid or other illegal soliciting schemes
- Any fraudulent activities, including impersonating any person or entity or forging anyone else’s digital or manual signature.

You assume all risks regarding the determination of whether any material is in the public domain..

**Security:** you are responsible for any misuse of the services that you have contracted for, even if a friend, family member, guest, employee, licensee or customer committed the inappropriate activity with access to your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services.

The Services shall not be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the knowledge and consent of such person. They also shall not be used in any attempt to circumvent the 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 including that of the SLT iDC network. Use or distribution of tools for such purposes, is prohibited. The Services shall not be used to collect, or attempt to collect, personal information about third parties without their knowledge and consent.

You shall not disrupt the Services and the Services also shall not be used to interfere with computer networking or telecommunication services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature also is prohibited. The Services shall not be used to violate the rules, regulations, or policies applicable to any network, server, computer database, or web site that you access. You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device. In particular, SLT iDC recommends against enabling file or printer sharing of any sort. SLT iDC recommends that any files or services you do choose to make available for remote access be protected with a strong password or as otherwise appropriate.

**Inappropriate Content:** There may be content on the Internet or otherwise available through the Services which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations and other rules. For example, it is possible to obtain access to content, which is pornographic or offensive. SLT iDC will not assume any responsibility for the content contained on the Internet or otherwise available through the Services. You must assume the risk of accessing content through the Service, and neither shall SLT iDC have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content.

You are solely responsible for any information that you publish on the web or other Internet services, including but not limited to content posted in your Personal Web space. You must ensure that any content that you disseminate is appropriate for its intended recipients(s). For example, SLT iDC reserves the right to refuse to post or to remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, immoral or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

SLT iDC has no obligation to monitor transmissions made on the Services. However, SLT iDC, has the right to monitor such transmission from time and to disclose the same in accordance with your agreement with SLT.

By using the services to reproduce, publish, display, transmit and distribute content, you are warranting that any content that you reproduce, publish, display, transmit, or distribute complies with this policy. Through these actions, you also authorize SLT iDC to reproduce, publish, display, transmit and distribute such content as necessary for SLT iDC to deliver the content in a timely manner.

**Electronic Mail:** The services shall not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, information announcements, charity requests, petitions for signatures, and political or religious

messages. Such messages may only be sent to those who have explicitly requested it. The services shall not be used to send messages to any individual who has indicated that he/she does not wish to receive messages from you.

The services shall not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services which violates this policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited email shall not direct the recipient to any web site or other resource, which uses the services. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature are prohibited.

Forging, altering or removing electronic mail headers is prohibited.

You shall not reference the SLT iDC network (e.g. by including “organization; SLT iDC” in the header or by listing an IP address that belongs to the SLT iDC network) in any unsolicited email even if that email is not sent through the SLT iDC network, “Mail bombing” is prohibited. That is, you shall not send numerous copies of the same or substantially similar messages, nor shall you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings.

Knowingly or maliciously sending or uploading files or information that contains a virus, worm, “Trojan horse” or other contaminating or destructive data is prohibited.

The SLT iDC network is not responsible for the forwarding of email sent to any account, which has been suspended or terminated. Such email will be returned to sender, ignored, deleted, or stored temporarily at the SLT’s sole discretion.

**News groups:** Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups. Advertisements, solicitation, or other commercial messages should be posted only in those newsgroups whose charters or FAQs explicitly permit them. You are responsible for determining the policies of a given newsgroup before posting to it.

Binary files shall not be posted to newsgroups not specifically named for that purpose. Users posting binary files to groups with policies concerning the permissible daily volume of posted files are required to observe those limitations.

Forging, altering or removing header information is prohibited. This includes attempting to circumvent the approval process for posting to a moderated newsgroup. SLT reserves the right to discontinue access to any Usenet newsgroup at any time for any reason.

You shall not attempt to “flood” or disrupt Usenet newsgroups, Disruption is defined as posting a large number of messages to a newsgroup, which contain no substantive content, to the extent that normal discussion in the group is significantly hindered. Examples of disruptive activities include, but are not limited to, posting multiple messages with no text in the body, or posting many follow-ups to messages with no new text. Messages shall not be cancelled, except by the author or by official newsgroup moderators performing their duties.

#### **Internet Relay Chat:**

The services may be used to participate in “Chat” discussions. These discussions may be hosted by SLT iDC network servers, by third party servers, or may not involve any servers at all. In all cases, the SLT iDC network does not normally monitor the contents of the discussion and is not liable for the contents of any communications made via Internet chat.

The services shall not be used to perform chat “flooding”. Flooding is defined as deliberately repeating actions in quick succession in order to fill the screens of other Internet users with text.

Any computer or other device connected through the services shall not maintain more than two simultaneous chat connections. This includes the use of automated programs, such as “bots” or “clones”. Automated programs shall not be used when the account holder is not physically present at the device.

The services shall not be used to send messages, which disrupt another Internet user’s equipment, including software, hardware, and user display.

The services shall not be used to access any chat server in violation of the acceptable use policy of that server. The services shall not be used to manipulate any chat server in order to harass or disconnect other users, or to gain privileges, which have not been authorized.

A customer shall not use the services to connect to chat servers or channels from which they have been previously banned.

The Services shall not be used to continue to send chat messages to an Internet user who has indicated their desire to not receive such messages.

Forging, altering, or obscuring your identity (other than using a nickname from which SLT iDC could if necessary determine your real name) while participating in chat sessions is forbidden.

**Messenger :** SLT iDC does not, and cannot, monitor, censor or edit the contents of user’s instant messages. Users alone are responsible for the contents of their instant messages and the consequences of any such instant messages.

You agree that you will not use messenger for chain letters, junk mail, “spamming”, solicitations (commercial or non-commercial) or any use of distribution lists to any person who has not given specific permission to be included in such a process. You further agree not to use messenger to send any message or material that is unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable or that encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Continuing to send messages to anyone that has expressly requested not to receive messages from you is considered to be harassment.

SLT iDC assumes no responsibility for the timelines, mis-delivery, deflection or failure to store instant messages.

**Web Space:** As part of the services, SLT iDC provides storage space and access for web pages through its personal Web space service. You are solely responsible for any information that you publish on your Personal Web Space. You must ensure that the intended recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content. SLT iDC and its distribution affiliates reserve the right to remove or refuse to post any information or materials, in whole or in part, that they, in their sole discretion, deem to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful. This includes, but is not limited to obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements; or material which violates the privacy rights or property rights of others (copyrights or trademarks, for example). For purpose of this policy, “material” refers to all forms of

communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.

SLT iDC will not routinely monitor the contents of your Web Space; however, SLT iDC has the right to monitor such and if complaints are received regarding language, content or graphics contained on your web pages, SLT iDC shall remove the web page hosted on SLT iDC servers and terminate your Personal Web Space service if SLT iDC determines that you have violated the terms of the AUP.

### **Web Application Vulnerabilities**

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Application-level web security refers to vulnerabilities inherent in the code of a web-application itself (irrespective of the technologies in which it is implemented or the security of the web-server/back-end database on which it is built).

There are several known vulnerabilities, but not limited to the following:

1. SQL injection
2. Format string vulnerabilities
3. Cross Site Scripting (XSS)

SLTiDC shall not be responsible for any of the application level vulnerabilities prevail in the web sites, but will be assisting clients to minimize those at a cost (If required).

### **Use of inflammable Materials**

Customers are expected to remove any inflammable materials such as Cardboard Boxes, papers etc after the new installation takes place. If this is getting delayed, proper approval shall be taken to retain them for a limited period inside the server room. However maximum efforts shall be taken to avoid any fire risks.

Separate staging area is available for keeping the new equipment for a temporary period.

**Violation of Acceptable Use Policy:** SLT iDC does not monitor the activity of accounts for violation of this Policy. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of Services. Although SLT iDC reserve the right to monitor bandwidth, usage, and content from time to time to operate the Services; to identify violations of this policy; and/or to protect the network and SLT iDC users.

SLT iDC prefers to advise customers of inappropriate behaviour and any necessary corrective action. However, if the Services are used in a way, which SLT iDC at its sole discretion, believe violate this policy, SLT will take any responsive actions deem appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all portions of the Services. SLT has no liability whatsoever for any such responsive actions. The above-described actions are not SLT iDC's exclusive remedies and SLT may take any other legal or technical action it deems appropriate.

SLT reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and



examination of material on SLT iDC's servers and network. During an investigation, SLT may suspend the accounts involved and/or remove material, which potentially violates this policy. You hereby authorize SLT to cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations, and (ii) and system administrators at other internet service providers or other network or computing facilities in order to enforce this policy. Such cooperation may include SLT iDC providing the username, IP address or other identifying information about a customer. Upon termination of an account, SLT is authorized to delete any files, programs, and data and email messages associated with such account.

The failure of SLT to enforce this policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that, if any portion of this policy is held invalid or unenforceable, that portion will be construed and interpreted consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This policy shall be exclusively governed by, and construed in accordance with the prevailing laws of the Democratic Socialist Republic of Sri Lanka.

Primary/Secondary Contact Signature : \_\_\_\_\_

Date : \_\_\_\_\_

Official Company Stamp :

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