

## **ACCEPTABLE USE POLICY**

All Global Transit Communications Sdn Bhd's ("GTC") Customers are responsible for reviewing and complying with this Acceptable Use Policy ("AUP"). GTC's Customers providing services to their own customers and/or other end users ("End User") shall ensure that the End User complies with the terms of this AUP and shall be responsible for any violation of this AUP. For the purpose of this AUP, a "Customer" means GTC's Customer to whom GTC provides services either directly or indirectly, including but not limited to its employees, agents and End User.

GTC reserves the right to update this AUP from time to time. The revised copy of the AUP shall be posted on the website at <http://globaltransit.net/aup.html>. It is the Customer's responsibility to monitor this website for any changes. By using GTC services after the revision is published, the Customer acknowledges that they have read, understood and agree with the terms of the prevailing AUP. While GTC uses reasonable effort to provide accurate and up-to-date information on this website, GTC makes no warranty or representation as to the accuracy of the information.

The Customer shall not:-

1. Conduct such activities that are inappropriate and/or will adversely affect GTC's legal interest. All illegal activities are prohibited, and GTC will fully cooperate with any law enforcement officials and/or agencies investigating and/or prosecuting such activities, including but not limited to the following:-
  - (i) Transmission, distribution or storage of any material(s) in violation of any applicable domestic or foreign law and/or regulation including but not limited to laws relating to content distribution, encryption or export or any rights of any End User and/or third party;
  - (ii) Transmission, distribution or storage of any material that is obscene, defamatory, libelous, indecent, pornographic, enables online gambling, constitutes an illegal threat, violates export control laws and/or inconsistent with the generally accepted practices of the industry and/or materials that contains a virus, worm, trojan horse or other component harmful to the GTC's services, any other equipment or other users;
  - (iii) Infringe, dilute, misappropriate or otherwise violate any privacy or other personal rights or any intellectual property rights including but not limited to materials protected by patent, copyright, trademark, service mark, trade secret or other intellectual property right or proprietary information used without written authorization;
  - (iv) Transmit or distribute materials containing fraudulent information or any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representatives;
  - (v) Cracking or hacking and/or attempt to access accounts or systems other than the user's own accounts or systems or an account or system that the user is authorized to access
  - (vi) Obtaining or attempting to obtain service by any means or device with intent to avoid payment.

- (vii) Use of GTC's network to harass or threaten any person.
2. Do anything that damage and/or threaten to damage the integrity of GTC's network or the utilization thereof by other person, including but not limited to:-
- (i) Denial of Service ("DOS") attacks – no customer will commit a DOS attack against any GTC's customer, or any other host on the Internet.
  - (ii) Perform actions that cause unusual load on GTC network (for example, mail servers, web servers, usenet servers, name servers etc.) that cause slowness or denial of service to other GTC customers.
  - (iii) Sending Unsolicited Bulk Email ("UBE", "spam"), sending of UBE from another service provider advertising a web site, email address or utilizing any resource hosted on GTC servers. Further, GTC accounts or services may not be used to solicit customers from, or collect replies to messages sent from another Internet Service Provider where those messages violate this AUP or that of the other provider.
  - (iv) Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by GTC customers must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email addresses from End User for mailing to from any GTC-hosted domain, or referencing any GTC account, is prohibited.
  - (v) Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of ping, flooding, mail-bombing, denial of service attacks.
  - (vi) Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at [www.spamhaus.org](http://www.spamhaus.org).
  - (viii) Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any GTC customers or end-users by any means or device.
  - (ix) Knowingly engage in any activities designed to harass, or that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any other user whether on the GTC's network or on another provider's network.
  - (x) Using GTC's services to interfere with the use of GTC's network by other customers or authorized users.

All GTC customers shall:-

1. Maintain proper security on their mail server to prevent the mail server from being used as a 'spam amplifier' by third parties. Servers must restrict 'email relaying.'
2. Any complaints received about Customer's employees, agents and/or clients will be forwarded to Customer's postmaster for action.

GTC reserves the right to terminate or interrupt any account in part or in full without notice or liability for violation of these AUP. In cases where any service has been terminated or interrupted, resolution will be handled at GTC's absolute discretion.

To contact us with questions or comments regarding this AUP, please e-mail [info@globaltransit.net](mailto:info@globaltransit.net). To contact us regarding claimed violations of this AUP, please e-mail [abuse@globaltransit.net](mailto:abuse@globaltransit.net) or call us on +60320352188.