

# **Acceptable Use Policy**

Please read this acceptable use policy carefully before using Singularity Telecom services.

Services provided by us may only be used for lawful purposes. You agree to comply with all applicable laws, rules, and regulations in connection with your use of the services. Any material or conduct that in our judgment violates this policy in any manner may result in suspension or termination of the services or removal of Customer's account with or without notice.

#### 1.Prohibited use

- 1.1 You may not use the services to publish content or engage in activity that is illegal under applicable law, that is harmful to others, or that would subject us to liability, including, without limitation, in connection with any of the following, each of which is prohibited under this AUP:
- •Illegal Use: Singularity Telecom Services may not be used for illegal purposes, or in support of illegal activities. Singularity Telecom reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing
- ■Phishing or engaging in identity theft
- •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.
- Distributing pornography, pornographic materials
- Promoting or facilitating violence or terrorist activities
- Infringing the intellectual property or other proprietary rights of others Enforcement
- Fraudulent Activity: Use of Singularity Telecom Services to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes", "ponzi schemes" or "chain letters"
- Any actions of the User aimed at sending, publishing, transmitting, reproducing, distributing in any way, as well as in any way using the software and/or other materials received through the Services, fully or partially, protected by copyright or other rights, without the permission of the right holder;
- the Customer's actions aimed at sending, publishing, transmitting, distributing in any way any information or software that contains viruses or other harmful components;
- •The User's actions aimed at sending advertising information (spam) without the consent of the recipient if there are written applications from the recipients of such mailing addressed to the Contractor with justified claims to the User. In this case, the concept of "spam" is defined by the

well-known "rules for using the network", posted on the Internet and is the custom of business practice;

- distribution and/or publication of any information which contradicts the requirements of the current legislation, provisions of international law, and infringes the rights of third parties;
- Publication or distribution by the User of any information or software that contains codes that correspond in their effect to computer viruses or other components equated to them;
- Advertising of services, goods, and other materials, the distribution of which is restricted or prohibited by applicable;
- performing actions aimed at disrupting the normal functioning of elements of the Internet (computers, other equipment or software) that do not belong to the User;
- unauthorized access to a Network resource (computer, other equipment or information resource), the subsequent use of such access, and the destruction or modification of software or data not belonging to the User, without the consent of the owners of this software or data or the administrators of this information resource. Unauthorized access means any access in a way other than that intended by the owner of the resource;
- performing actions to scan network nodes in order to detect internal network structure, security vulnerabilities, open port lists, etc., without the clear consent of the owner of the inspected resource;
- Performing other actions not stipulated by the Contract and/or the Agreement, but containing criminal or administrative offenses, or violating the rights and legitimate interests of third parties;
- if the Contractor receives a corresponding order containing this requirement from the state body that regulates this relationship and has the appropriate authority under applicable law.

#### 2.UCE (unsolicited commercial e-mail)/SPAM policy

- 2.1. Singularity Telecom takes a zero-tolerance approach to the sending of SPAM over its network, means that Subscribers of the Company may not use or permit others to use the Singularity Telecom network to transact in UCEs. Subscribers of Server Mania may not host or permit the hosting of sites or information that is advertised by UCEs from other networks. Violations of this policy carry severe penalties, including termination of the Services.
- 2.2. If a Customer is found to be in violation of Singularity Telecom SPAM policy, Contractor may, in its sole discretion, restrict, suspend or terminate the Customer's account. Singularity Telecom will notify law enforcement officials if the violation is believed to be a criminal offense.
- 2.3. Customers are not to send spam from their servers.

As Singularity Telecom Customers are ultimately responsible for the actions of their clients over the Singularity Telecom network, it is advisable that Customers develop a similar or stricter policy for their clients.

If a Singularity Telecom Customer's account is used to violate the Company's AUP or TOS, Singularity Telecom reserves the

right to terminate a Customer's Services without notice. Singularity Telecom prefers to advise Customer's of inappropriate behavior and any necessary corrective action, however, flagrant violations of the AUP will result in immediate termination of a Customer Services. Singularity Telecom failure to enforce this Policy, for whatever reason, shall not be construed as a waiver of its right to do so at any time.

As a member of the Singularity Telecom network community, a Customer must use their Internet access responsibly. Any questions regarding this Policy should be directed to admin@ws.network .

### **Reporting Violations Of Singularity Telecom AUP**

To report a violation of this policy, please contact us at admin@ws.network .

If available, please provide the following information:

- 1. The IP address used to commit the alleged violation;
- 2. The date and time of the alleged violation, including the time zones or offset from GMT.
- 3. Evidence of the alleged violation.
- 4. E-mail with full header information provides all of the above, as do system log files. Other situations will require different methods of providing the above information.

Singularity Telecom may take any one or more of the following actions in response to complaints:

- Issue written or verbal warnings
- Suspend the Subscriber or the User's newsgroup posting privileges;
- Suspend the Subscriber's account;
- Terminate the Subscriber's account;
- Bill the Subscriber for administrative costs and/or reactivation charges; and
- Bring legal action to enjoin violations and/or to collect damages, if any caused by violations.

## **Revisions to this AUP**

We reserve the right to change this policy at any given time, of which you will be promptly updated. If you want to make sure that you are up to date with the latest changes, you should refer back to this page periodically for the latest changes.

Singularity Telecom Acceptable Use Policy "AUP" is provided to give our customers and users a clear understanding of what Singularity Telecom expects of them while using the service. All Customers of Singularity Telecom 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 TOS (Terms of Service).
Use of Singularity Telecom Service constitutes acceptance and agreement to Singularity Telecom AUP as well as Singularity Telecom TOS (Terms of Service).