

COMPANY ACCEPTABLE USE POLICY ("AUP")

THIS AGREEMENT is made this <<Current Day>> day of <<Current Month>>, 2008 by and between customer (hereafter referred to as "Subscriber") and K-NET Limited (hereafter referred to as "K-NET").

The purpose of this policy is to set forth an Acceptable Use Policy ("AUP") by which the subscriber will abide while using, renting, leasing, or otherwise making use of K-NET goods and services. By using K-NET's Internet services, the subscriber agrees to comply with the following policies and assumes responsibility for the compliance with the terms of this Policy by all users permitted by the subscriber to use K-NET's products and services.

Terms and Conditions**1. Right to Service.**

- a) K-NET's service will be provided on an "as available" basis. Further, K-NET provides no warranty, written, expressed, or implied, for any internet service provided and K-NET hereby expressly disclaims any liability for damage suffered or loss of income due to disruption of service by K-NET or its providers.
- b) Subscriber and subscriber's users will use the internet service in a manner consistent and compliant with all applicable laws of the Republic of Ghana and this Policy.
- c) Use of any information obtained through the service is at User's own risk, and K-NET specifically disclaims any responsibility for the accuracy or quality of information obtained through its services. K-NET makes no warranty, written, expressed or implied of any guaranteed uptime, or that the service will function at a reliable level based on past performance.
- d) K-NET is not responsible for any damages arising from subscriber's or subscriber's users' use of K-NET's services or by any inability to use the internet service for any reason.

2. Limit of Liability.

K-NET shall not be liable for any content posted, opinions expressed, or actions taken by any of the users of K-NET's services. Any conduct that violates the laws, regulations, or the accepted norms of the internet community or the community standards in which the user lives, whether expressly mentioned in this agreement or not, is strictly prohibited. K-NET reserves the exclusive right to prohibit any activities that it deems will adversely affect its commercial reputation or goodwill, endanger its network, adversely impact its customers, or expose K-NET to liability.

3. Modification of Agreement.

K-NET reserves the right to add, modify, or delete any provision of this agreement and Policy at any time and without notice. K-NET reserves the exclusive right and will be the sole arbiter as to what constitutes a violation of any of these provisions.

4. Misuse of System Resources.

It is a violation for anyone who, including but not limited to, employs posts or programs that consume excessive bandwidth, use more pc's than agreed without the written consent of K-NET; K-NET reserves the right to immediately and without notice to the subscriber, terminate any service or process that uses a disproportionate amount of any bandwidth resources or violates any of the terms of K-NET's agreement with the subscriber.

5. Potentially Tortuous or Illegal Conduct.

The following shall be construed as violations of this agreement and may result in suspension or deletion of a subscriber's account or in termination of this agreement.

- a) The subscriber shall not use the service for any illegal activity or purpose. This includes but not limited to illegal transactions or illegal entry to unauthorized sites anywhere on the internet.
- b) The subscriber shall not use the service, specifically email and other on-line communications, to harass, menace, upset, annoy or inconvenience, libel or defame any person. Furthermore, the subscriber shall not transmit any message using the service which is offensive, indecent, defamatory or obscene.
- c) The subscriber shall not use the service to transmit unsolicited mail (commonly called "spam") and shall not forge email headers.
- d) The subscriber agrees to fully indemnify the provider against any actions brought against it in respect of the subscriber's acts and omissions, including, but not limited to, actions for defamation of copyright arising from such acts or omissions.

6. Confidentiality

- a) The subscriber shall maintain the confidentiality of passwords and other access codes to the service, and take reasonable precautions to avoid the disclosure of these and other confidential information relating to the service.
- b) The subscriber shall not transfer their right to use the service to any other party without obtaining the provider's written consent and accepting any conditions thereof.
- c) The subscriber shall not in anyway resell or redistribute the service to another party unless it is so disclosed at the time of application or notify the provider in writing of his/her intention(s)
- d) The subscriber is solely responsible for supervising and/or restricting the activities of any persons (under the age of 18 years) whom the subscriber allows, by any act or omission, whether negligent or otherwise, to access the subscriber's account.
- e) The subscriber undertakes and agrees that K-NET does not and cannot monitor or control the content and information accessed via the internet and K-NET shall not be held responsible in any way for the loss or inaccuracy of any content or information accessed or transmitted via the Internet.

7. Disclaimer

- a) K-NET disclaims any and all liability for the contents of material that the subscriber may find inappropriate, offensive, inflammatory or adult in nature.

8. Unavailability

- a) The service may be unavailable at times either due to scheduled maintenance, upgrades, operational reliability or due to factors beyond K-NET's control.
- b) The provider makes no guarantee as to the availability of the service at any time and shall not be liable for any claims against it from the subscriber due to the unavailability of the service. Nor shall it be held responsible for any loss or inconvenience suffered by the subscriber due to unavailability of the service.
- c) K-NET will use its best endeavors to provide at least 24 hours notice of any disruption to the service. The subscriber acknowledges that it may not be possible for K-NET to supply any notice at all under some circumstances.

9. Charges and Payment

- a) Any access fees and installation fees levied by K-NET pursuant to the service are payable in advance.
- b) The subscriber may make payments by use of cash, cheque or any other payment method deemed acceptable by K-NET
- c) If the subscriber fails to make payment to K-NET within a specified time period then K-NET may immediately and without notice withdraw access to the service.

- d) K-NET reserves the right to vary the charges and conditions associated with the service from time to time. K-NET shall give the subscriber reasonable notice of any such variation.
- e) Any subscriber who terminates the service within six months of subscription shall pay a penalty of One Hundred United States Dollars (\$100).
- f) If access is terminated under this agreement for any reason whatsoever except due to breach by K-NET of any of its obligations herein, the remainder of the fee in respect of the term shall become due and payable by the subscriber to K-NET within seven days of the date of termination.

10. Termination

- a) The subscriber is responsible for giving written notice of their intention to terminate or suspend usage of the service. Termination or suspension shall take effect from midnight on the last day of the period for which the customer paid.
- b) K-NET reserves the right to terminate the access without notice if, in the opinion of K-NET the subscriber misuses or abuses the service or has breached its obligation herein.

The terms and conditions of service are deemed to have been read, understood and accepted by the subscriber.

Name of Customer

By: _____

Designation: _____

Date signed: _____