

## Acceptable Use Policy

DrukNet Acceptable Use Policy (“AUP”) is intended to help enhance the use of Internet by giving a clear understanding of what DrukNet expects of them while using the service. All users of DrukNet Internet 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.

### **IMPORTANT NOTICE: \* All payments to DrukNet Internet Services are Non-Refundable\***

We support the free flow of information and ideas over the Internet and do not actively monitor use of the Services under normal circumstances. Similarly, we do not exercise editorial control over the content of any Website, electronic mail transmission, news groups or other material created or accessible over or through the Services, except of certain proprietary websites. DrukNet makes no warranty of any kind either expressed or implied, regarding the quality, accuracy or validity of the data and/or information residing on or passing through any Networks. Use of any information obtained from or through Services will be at the Customers own risk. However, in accordance with our Internet Service Agreement, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability or which may violate this AUP. DrukNet will cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. A Customer’s violation to this AUP may result in the suspension or immediate termination of either their access to the Services and/or DrukNet Internet Services account and may result in applicable actions detailed in this document.

### **VIOLATIONS OF DrukNet ACCEPTABLE USE POLICY**

The following constitutes the violations of this AUP:

- a. Illegal Use:** DrukNet’s Services may not be used for illegal purposes or in support of illegal activities. DrukNet reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or wrongdoing.
- b. Threats:** Use of DrukNet Service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.
- c. Harassment:** Using the Services to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.
- d. Fraudulent Activity:** Use of DrukNet service 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," and "chain letters."

- e. **Forgery or Impersonation:** Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Using deliberately misleading headers (“munging” headers) and nicknames in news postings in order to avoid spam email address collectors does not constitute impersonation
- f. **Unsolicited commercial e-mail / Unsolicited bulk e-mail (SPAM):** Use of the DrukNet service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination of the offending DIS account.
- g. **E-mail / News Bombing:** Malicious intent to impede another person's use of electronic mail services or news will result in the immediate termination of the offending DrukNet account.
- h. **Unauthorised Access:** Use of the DrukNet service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of DrukNet's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending DrukNet account is subject to immediate termination.
- i. **Copyright or trademark infringement:** Use of the DrukNet service to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- j. **Collection of personal data:** Use of the DIS service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- k. **Network disruptions and unfriendly activity:** Use of the DrukNet service for any activity which affects the ability of other people or systems to use DrukNet Services or the Internet. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Subscriber may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.

Unauthorized entry and/or use of another company and/or individual's computer system will result in immediate account termination. DrukNet will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.

- l. Fraud:** Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.
- m. Infringement of Copyright, Patent, Trademark, Trade Secret or Intellectual Property Right:** Distribution and/or posting of copyrighted or the aforementioned infringements will not be tolerated.
- n. Distribution of Virus:** Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offense will result in the immediate termination of the offender's account.
- o. Inappropriate use of software:** Use of software or any device that would facilitate a continued connection, i.e. pinging, while using DrukNet services could result in suspension service.
- p. Third Party Accountability:** DrukNet subscribers will be held responsible and accountable for any activity by third parties, using their account, that violates guidelines created within the Acceptable Use Policy.

## Security

You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server.

- Your password provides access to your account. It is your responsibility to keep your password secure.
- Sharing your password and account access with unauthorized users is prohibited. You should take care to prevent others from using your account since you will be held responsible for such use.
- Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service.
- You must adopt adequate security measures to prevent or minimize unauthorized use of your account.
- You may not attempt to circumvent 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. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

- You may not attempt to interfere with service to any user, host or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.
- Users who violate systems or network security may incur criminal or civil liability. DrukNet will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

### **Reporting Violations of DrukNet AUP**

DrukNet requests that anyone who believes that there is a violation of this AUP direct the information to the Abuse Section at [abuse@druknet.bt](mailto:abuse@druknet.bt)

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation (either in Bhutan Standard Time or Greenwich Meridian Time)
- Evidence of the alleged violation

E-mail with full header information provides all of the above, as do system logs files. Other situations will require different methods of providing the above information. DrukNet may take any one or more of the following actions in response to complaints:

- Issue written or verbal warnings
- Suspend the violator's account
- Terminate the violator's account
- Bring legal action to enjoin violations and/or to collect damages, if any, caused by the violations

### **REVISIONS TO THIS ACCEPTABLE USE POLICY**

DrukNet reserves the right to revise, amend or modify this AUP, our Terms of Service (TOS) and our other policies and agreements at any time and in any manner. Notice of any revision, amendment or modification will be posted in accordance with our Terms of Service (TOS)