

This Acceptable Use Policy ("AUP") applies to use by the Customer of The Service(s) as identified on any Service Agreements and Service Signup Form. This AUP is to be read in conjunction with Service Agreements, The Service Terms and Conditions and The Service Signup Form.

This Acceptable Use Policy forms part of the Customer's agreement with The Company for any Service on The Agreement. Each Customer must ensure, and is solely responsible for doing so, that the use of the Service complies strictly with this Acceptable Use Policy. Such compliance supports WFSys's efforts to provide high quality and reliable Service to The Customer and End Users; protect the privacy and security of the Customers, systems and networks; encourage responsible use of The Companies resources; and comply with applicable laws

1. In using the Service, The Customer hereby undertakes:
 - (i) to use the Service in a responsible manner, taking into account the effects his use of the Service may have on other users and the network;
 - (ii) not to use, or allow or facilitate in any manner anyone else to use, knowingly or otherwise, the Service :
 - (a) for any unlawful, illegal, malicious or improper purpose;
 - (b) to knowingly transmit a computer virus or other malicious computer program;
 - (c) in any way which interferes with its availability for other users or otherwise interferes in the proper operation of the Service;
 - (d) to access or damage another's computer system;
 - (e) to infringe intellectual property rights, including that of The Company or any third party;
 - (f) to disclose confidential information, including that of The Company and/or any third party;
 - (g) to store, publish, display, distribute or post material that is obscene, offensive, defamatory, abusive or that is in violation of any law;
 - (h) to enable a minor to access material that is inappropriate and/or illegal for a minor to access;
 - (i) to harass and/or cause harm to The Company and/or any third party including but not limited to defaming The Company and/or such other third party;
 - (j) to conduct or promote a business that is illegal;
 - (k) to breach any laws or rights of The Company and/or any third party or to breach any standards, content requirements or codes promulgated by any relevant government authority or industry body which the Customer and/or The Company is required by law to comply with and/or The Company determines in its discretion that it will comply with.
 - (iii) not to resell or in any other way deal with the Service or its component or content provided via the Service in a manner not specifically authorised under this Agreement unless an applicable Wholesale Reseller Agreement is in place between the parties.
 - (iv) in relation to email, not to :
 - (a) send bulk unsolicited email;
 - (b) send email that conceals its sender, that contains invalid or forged headers or domain names or deceptive addressing;
 - (c) receive responses from bulk unsolicited email sent, even if such unsolicited mail were not sent using the Service;
 - (d) relay email from a third party's mail server without consent;
 - (e) collect or harvest screen names or email addresses of others for the purpose of sending unsolicited emails or for exchange;
 - (f) send large or numerous emails with the purpose of disrupting another's computer or account;
 - (g) send email that may damage or affect the performance of the recipient's computer; or
 - (h) persistently send email without reasonable cause or for the purpose of causing annoyance, inconvenience or anxiety to any person;
 - (i) subscribe anyone to a mailing list or similar service without his permission.
 - (v) in relation to newsgroups, not to use the Service to:
 - (a) engage in mass posting of messages or the posting of messages to inappropriate newsgroups, the appropriateness of which is to be determined by The Company;
 - (b) post advertisements in newsgroups that do not encourage or permit advertising;
 - (c) post binary in newsgroups that do not encourage or permit such postings;
 - (d) post large or numerous messages with the purpose of disrupting a newsgroup; or
 - (e) send messages that contain invalid or forged headers or domain names or deceptive addressing.

2. The Customer, if on a flat rate plan, shall observe the following conditions of use:
 - (i) The Company reserves the right to restrict the level of or suspend the Customer's access to the Service without prior notice if the Customer's use creates, in The Companies opinion, an undue burden to the network or degrades the use of the network by other users.
 - (ii) The Customer shall not use automated programs to continually send or receive high volumes of data via the Service.
3. The Customer shall not use the Service to engage in misleading or deceptive marketing practices or to conduct a business that is illegal.
4. The Customer agrees to comply with all directions of The Company relating to the use of the Service. The Customer must accept and read all emails addressed from the Company and to respond to the relevant email should a reply be requested.
5. The Customer is responsible for ensuring that third parties with access to the Service provided to the Customer observe the terms of this Acceptable Use Policy. The Customer is responsible for any misuse of the Service, regardless of whether such misuse was with or without the Customer's consent. The Customer must immediately comply with any request by The Company to prevent access by any third party to the Service provided to the Customer.
6. The Company is not obligated to monitor usage of the Service by the Customer. However, if The Company considers that this Acceptable Use Policy has been violated, The Company reserves the right to take any legal and technical action available under the Agreement, including but not limited to suspending or terminating the Customer's use of the Service, and involving, and co-operating with any authorities. While The Company in its discretion may elect to give notice to the Customer prior to taking such action, it is not required to do so.
7. The Customer must notify The Company of any violations that he is, or reasonably expected to be, aware of, whether actually having occurred or likely to, of this Acceptable Use Policy by any Customer. Details of such violation/s must be directed to support@wfsystems.com as soon as the Customer is aware of any such violation.
8. The Company reserves the right to change, vary or supplement this Acceptable Use Policy at its sole discretion at any time and without prior notice to the Customer by posting a new version of this Acceptable Use Policy on the The Company website. It is the Customer's responsibility to familiarize himself with the current Acceptable Use Policy each time he uses the Service.
9. Unless provided for by any law, the parties acknowledge that The Company is to determine, in its sole discretion, the extent or nature or any aspect of any right or obligation or requirement or any other matter concerning the use of the Service which is not clear or capable of varying interpretations as it is stated in the Acceptable Use Policy, or is not provided in either the Acceptable Use Policy, or where a standard of reasonableness is imposed, that standard of reasonableness. To avoid doubt, any such determination made by The Company in relation to the use of the Service in accordance with this Acceptable Use Policy shall be final.

For and behalf of the Customer:

Signature of authorized signatory

Name and title of authorized signatory