

### *User Agreement*

Service Agreement to cover various services associated with the Internet Access Service offered by the operators of this service, Digital Security Company Limited, hereby referred to as 'DIGITAL SECURITY'. This service includes but is not limited to - digisecmalta.com, aethernet.net, pcmalta.com and pcmalta.net. The attached Appendices (A & B) form an integral part of this agreement.

DIGITAL SECURITY agrees to provide and User agrees to receive access to DIGITAL SECURITY's services according to the following Terms and Conditions:

1. DIGITAL SECURITY makes no warranties, expressed or implied, including but not limited to those of merchantability or fitness for a particular purpose, for the services it is providing or for any information or software therein. DIGITAL SECURITY will not be responsible for any damages USER suffers. This includes loss of data due to disruption of service, malfunction, or programmatic error. This expressly includes reimbursement for losses of income due to disruption of service, malfunction, or programmatic error by DIGITAL SECURITY or any of its providers. DIGITAL SECURITY is reselling a service provided via multiple public and private facilities, some of which are not within our control. DIGITAL SECURITY does not guarantee the quality or condition of the Service. DIGITAL SECURITY does not guarantee your subscribed Services will be active and available 100% of the time and will not be held liable for any of losses in the event that there is a service failure.
2. Neither DIGITAL SECURITY nor its information/service providers are responsible for any damages arising from the USER's inability to use DIGITAL SECURITY's services, or for any errors or omissions on the part of the USER.
3. Use of any information or software obtained from any source via DIGITAL SECURITY's services is at the USER's own risk. DIGITAL SECURITY specifically denies any responsibility for the accuracy, content, or quality of information or software obtained through its services.
4. DIGITAL SECURITY is not responsible for USER's personal files residing on DIGITAL SECURITY's systems. USER is responsible for independent backup of his/her data stored on DIGITAL SECURITY's systems.
5. Electronic mail ("Mail") is a private electronic message sent or received by a client or by DIGITAL SECURITY to or from another client or USER of DIGITAL SECURITY. DIGITAL SECURITY will not intentionally inspect the contents of Mail sent by one client to an identified addressee, or disclose such contents to other than the sender, or an intended recipient, without the consent of the sender or an intended recipient, unless required to do so by law.
6. The service may only be used for lawful purposes. USER agrees to use DIGITAL SECURITY's services in a manner consistent with any and all applicable laws. Transmission or reception of any material in violation of any laws or regulation is prohibited. Therefore, USER hereby agrees that any material submitted for publication on this service through USER's account(s) or connection(s) does not violate or infringe any copyright, trademark, patent, statutory, common law, or proprietary rights of others, nor shall it contain anything legally judged to be threatening, obscene, or libelous, nor shall it contain any material that is classified as confidential or of a secret nature by the Maltese Governments or other recognised



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Governments. USER agrees to indemnify and hold harmless DIGITAL SECURITY from any claims resulting from USER's use of the service which damages the USER or another party.

7. Any action by a USER that, in DIGITAL SECURITY's sole opinion, restricts or inhibits other clients from using and enjoying the services offered by DIGITAL SECURITY (such as but not limited to, the use of vulgar language; committing, or discussing with the intention to commit, illegal activities), is strictly prohibited. Publication, transmission, reception, data exchange, mail posting, news posting, news reading or any other form of transfer of data, material, information or software in violation of any law is prohibited and is a breach of the Service Agreement. The USER specifically agrees not to upload, post or reproduce in any way any materials protected by copyright without the permission of the copyright owner.

8. Individual user accounts or connection(s) are not permitted to establish multiple simultaneous sessions unless previously agreed to in writing by Digital Security Company Ltd.

9. Advertising: Advertising is not considered to be an "acceptable use" of the Internet. This does not mean that the USER can not promote products and/or services on the network; but it definitely DOES mean that the USER should NOT distribute or broadcast this information on the network to people who do not want to receive it. Violation of this acceptable use policy will very likely have just the opposite effect of the USER's intent. DIGITAL SECURITY reserves the right to suspend or cancel the service of anyone who, in the opinion of DIGITAL SECURITY violates this policy.

10. Any access to other networks through this service must comply with the rules appropriate for that other network. USER agrees to comply with the Service Agreement and/or Acceptable Use Policy of any network that the USER connects to.

11. Any attempt on the part of the USER to access or modify unauthorized computer system information or to interfere with normal system operations, whether on the equipment of DIGITAL SECURITY or of any computer system or network that is accessed via DIGITAL SECURITY's communications services, will result in the immediate suspension of the USER's services. These unauthorized activities include, but are not limited to: guessing at or using passwords other than the USER's own, sharing USER's own password(s) and account(s) with others not authorized by DIGITAL SECURITY to use said password(s) and account(s), accessing or attempting to access information that does not have public access permissions, and accessing any computer system on which the USER or the public is not welcome.

12. The benefits of and/or rights conferred by this agreement are non-transferable. Use of USER's account/s is expressly limited to the individual whose name appears on the account ONLY. Any Domain Names registered for or on behalf of any users, be they individuals or any other legal entity remain the property of Digital Security Co Ltd until Digital Security Co Ltd shall at it's sole discretion, not continue to renew these domains 30 days after Registrar expiry.

13. USER is responsible for all of USER's account(s) and confidentiality of passwords. DIGITAL SECURITY will suspend access or change access to USER's account(s) immediately upon notification by USER that his/her password has been lost, stolen, or otherwise compromised.

14. USER is responsible for all charges incurred while connecting to DIGITAL SECURITY's services.



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15. USER shall pre-pay for access to and/or use of this service at the current rates that are published online or sent by postal mail by DIGITAL SECURITY at the time that pre-payment is made. Online rates are incorporated into this agreement by reference as though the published rates were set out in this agreement.

16. Accounts with bills remaining unpaid after due date may have their service interrupted. If payment is returned unpaid or rejected by the USER's bank, service will be interrupted. Service interruption does not relieve the USER from the obligation to pay any outstanding charges and penalties. Interrupted services may be resumed upon receipt of full payment within the invoice period, and with full payment plus the appropriate re-connect charge thereafter.

17. DIGITAL SECURITY reserves the right to accept or deny requests by USER to change from one service to another offered by DIGITAL SECURITY.

18. DIGITAL SECURITY reserves the right to change its services, including, but not limited to, access procedures, hours of operation, menu structures, commands, documentation, and services offered.

19. DIGITAL SECURITY reserves the right to delete USER's personal files including but not limited to the home pages and mail, after one or both parties terminate this agreement.

20. DIGITAL SECURITY at its sole business judgement, may terminate this Service Agreement immediately or suspend USER's access or connection(s) to the service upon any breach of this Service Agreement by USER, including, but not limited to, refusal or failure to pay for services provided.

21. DIGITAL SECURITY may modify these terms and conditions upon notice published online via the DIGITAL SECURITY web site or postal mail. USER's use of the service after such notice shall constitute USER's acceptance of the modification to this agreement.

22. Non-enforcement of any section of this agreement does not constitute consent and DIGITAL SECURITY reserves the right to enforce this agreement. If any one or more paragraphs in this agreement is found to be unenforceable or invalid, USER's and DIGITAL SECURITY's agreement on all other paragraphs shall remain valid.

23. This agreement shall be governed by the laws of the Republic of Malta.

24. These terms and conditions supercede any and all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted.

25. Use of this service constitutes acceptance of these terms and conditions and USER agrees to abide by the terms and conditions contained therein.

26. In the event that any provision of the Service Agreement conflicts with the laws under which the Service Agreement are to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to the Service Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement shall remain in full force and effect.



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27. The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Service Agreement or to exercise any right under the Service Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.



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### *Appendix A*

Additional clauses for Users using the FTP service:

This agreement is an extension to the DIGITAL SECURITY Service Agreement. DIGITAL SECURITY will provide File Transfer Protocol facility to enable USER to update the web pages remotely, in the intervals USER requires and not more than once every 3 days. The free Web Page Space provided is of 3MB and will be of a personal nature. Business pages will be charged. USER will use this service and space until the subscription is paid. USER is to keep under strict control the Login and FTP passwords given by DIGITAL SECURITY. Should USER feel that the security of the passwords has been compromised in any way, USER should inform DIGITAL SECURITY immediately and DIGITAL SECURITY will replace the passwords. USER is bound to use the email address showing that the service is being offered on a DIGITAL SECURITY server (example: abc@digisecmalta.com). This free space is being offered free of charge and this offer may be terminated at any time by DIGITAL SECURITY without giving any advance notice. DIGITAL SECURITY is under no obligation to keep any backup of any information stored by a USER on his/her FTP area, whether this information is of a personal or commercial nature.



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### *Appendix B*

#### Additional Clauses Users using the DIGITAL SECURITY Mail Storage Service:

This agreement is an extension to the DIGITAL SECURITY service Agreement. The User may receive any amount of email messages, provided that the email is stored at the User's Mail Server. For those users who do not have their own mail server and intend to keep their email messages stored on the DIGITAL SECURITY Mail Server, the following rules apply: Maximum message size is 10Mb. Total mail stored at any one time is not to exceed 20 Mb. Messages that cause either one of these parameters to be exceeded will not be accepted by our mail server. The User is responsible to remove the mail received immediately from the DIGITAL SECURITY Mail Server. DIGITAL SECURITY will make every effort to ensure that all Mail is kept in a secure way and to use a reliable Mail Server. However DIGITAL SECURITY does not give any guarantees or warranties regarding the integrity or security of the stored Mail or any other kind of electronic information stored on the Internet Servers. The User must ensure to retrieve and delete from the DIGITAL SECURITY Mail Server any mail he receives and which he considers important. USER will use this service and space until the subscription is paid. On expiration of the paid subscription, DIGITAL SECURITY may delete all mail for that login without further notice. When the Subscription expires, the Login Name will become available for any new user who may choose to use the same Login Name.



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