Note: Substantive modifications and updates to the previous .MS Registrant Agreement are highlighted in yellow.

This **Acceptable Use Policy** ("AUP") sets out the actions prohibited to users of the **MNI Networks Ltd** (MNINET) network. "Users" are defined as anyone who uses or accesses the
.MS domain registry, who has responsibility for one or more host records in the .MS zone files generated from the .MS registry, registrants of a .MS country code Top Level ("TLD") Domain name (".MS Domain name"), and/or users of hardware, name servers, bandwidth, telecommunications transport, zone files or e-mail routing services or of any other domain name resolution systems and services in the .MS registry and zone.

This AUP policy applies recursively to all Domain names which end in the two letter suffix ".MS", this includes both second-level .MS Domain names (such as <nic.MS>) and sub second-level domains (such as <example.nic.MS>) which are maintained in the authoritative .MS register (managed by MNINET); and those that are created outside the MNINET TLD register and resolve as a result of sub-delegation by a Registrant.

No reference in this document constitutes a licence to sub-delegate or otherwise sub-licence any right obtained under the .MS Registrant Agreement, this AUP or other applicable .MS TLD Policies.

This AUP is in addition to rules governing qualifications for registration. Use of a .MS Domain name or the MNINET Network in a manner that contravenes this AUP, may result in the suspension or revocation of a registrant's right to use a .MS Domain name or to continue to be recognized as the registrant of a .MS Domain name. Suspension or revocation may apply to one or more .MS Domain names for which User is a registrant in addition to a particular .MS Domain name which may have given rise to a particular complaint.

MNINET reserves the right to modify or update this AUP at any time and any such modifications or restatements shall be posted on MNINET's website at http://nic.ms from time to time. MNINET will use reasonable commercial efforts to inform designated contacts in the event of changes to this AUP. Such efforts may include posting the revised AUP on MNINET's website and/or sending email notice that this AUP has been modified or updated.

INTRODUCTION

- MNINET supports the free flow of information and ideas over the Internet. MNINET does not exercise editorial control over the content of any message or web site made accessible by domain name resolution services in the .MS TLD.

- MNINET may discontinue, suspend, or modify the services provided to the registrant of a .MS Domain name (for example, through modification of .MS zone files), to address alleged violations of this AUP (described further below). MNINET may determine in its sole discretion whether use of the MNINET network or a .MS Domain name is prima facie violation of this AUP. MNINET or affected parties may utilize the MNINET AUP CRS and/or the courts in the jurisdiction and venue specified in the Registrant Agreement to resolve disputes over interpretation and implementation of this AUP, as described more fully in the MNINET AUP CRS.

- Users of the MNINET Network are obliged and required to ensure that their use of a .MS Domain name or the MNINET Network is at all times lawful and in accordance with the requirements of this AUP and applicable laws and regulations of Montserrat.

- This AUP should be read in conjunction with the MNINET **_Registrant Agreement_**, **_Complaint Resolution Policy_**, **_Privacy Policy_**, **_Acceptable Use Policy_**, and other applicable agreements, policies, laws and regulations. By way of example, and without limitation, the Registrant Agreement sets forth representations and warranties and other terms and conditions, breach of which may constitute non- compliance with this AUP.

PROHIBITED USE

A "Prohibited use" of the MNINET Network or a .MS Domain name is a use which is expressly prohibited by provisions of this AUP. The non-exhaustive list of restrictions pertaining to use of the MNINET Network and .MS Domain names in relation to various purposes and activities are as follows. Registration of one or more .MS Domain names or access to services provided by MNINET may be cancelled or suspended for any breach of, or non-compliance with this AUP:

1.   **COMPLIANCE WITH MNINET AUP**

1.1   The MNINET Network and .MS Domain names must be used for lawful purposes and comply with this AUP. The creation, transmission, distribution, storage of, or linking to any material in violation of applicable law or regulation or this AUP is prohibited. This may include, but is not limited to, the following:

(1)   Communication, publication or distribution of material (including through links or framing) that infringes upon the intellectual and/or industrial property rights of another person. Intellectual and/or industrial property rights include, but are not limited to: copyrights (including future copyright), design rights, patents, patent applications, trademarks, rights of personality, and trade secret information.

(2)   Registration or use of a .MS Domain name in circumstances in which, in the sole discretion of the MNINET:

(a)   The .MS Domain name is identical or confusingly similar to a personal name, company, business or other legal or trading name as registered with the relevant Montserrat agency, or a trade or service mark in which a third party complainant has uncontested rights, including without limitation in circumstances in which:

(i)   The use deceives or confuses others in relation to goods or services for which a trade mark is registered in Montserrat, or in respect of similar goods or closely related services, against the wishes of the registered proprietor of the trade mark; or

(ii)   The use deceives or confuses others in relation to goods or services in respect of which an unregistered trade mark or service mark has become distinctive of the goods or services of a third party complainant, and in which the third party complainant has established a sufficient reputation in Montserrat, against the wishes of the third party

complainant; or

> (iii) The use trades on or passes-off a .MS Domain name or a website or other content or services accessed through resolution of a .MS Domain as being the same as or endorsed, authorised, associated or affiliated with the established business, name or reputation of another; or

> (iv) The use constitutes intentionally misleading or deceptive conduct in breach of MNINET policy, or the laws of Montserrat
> ; or

(b) The .MS Domain name has been used in bad faith, including without limitation the following:

> (i) The User has used the .MS Domain name primarily for the purpose of unlawfully disrupting the business or activities of another person; or

> (ii) By using the .MS Domain name, the User has intentionally created a likelihood of confusion with respect to the third party complainant's intellectual or industrial property rights and the source, sponsorship, affiliation, or endorsement of website(s), email, or other online locations or services or of a product or service available on or through resolution of a .MS Domain name;

> (iii) For the purpose of selling, renting or otherwise transferring the Domain name to an entity or to a commercial competitor of an entity, for valuable consideration in excess of a User's documented out-of-pocket costs directly associated with acquiring the Domain Name;

> (iv) As a blocking registration against a name or mark in which a third party has superior intellectual or industrial property rights.

(3) A .MS Domain name registration which is part of a pattern of registrations where the User has registered domain names which correspond to well-known names or trademarks in which the User has no apparent rights, and the .MS Domain name is part of that pattern;

(4) The .MS Domain name was registered arising out of a relationship between two parties, and it was mutually agreed, as evidenced in writing, that the Registrant would be an entity other than that currently in the register.

(5) Unlawful communication, publication or distribution of registered and unregistered know-how, confidential information and trade secrets.

(6) Publication or distribution of content which, in the opinion of the MNINET:

(a) is capable of disruption of systems in use by other Internet users or service providers (eg viruses or malware);

(b) seeks or apparently seeks authentication or login details used by operators of other Internet sites (e.g. phishing); or

(c)   may mislead or deceive visitors to the site that the site has an affiliation with the operator of another Internet site (e.g. phishing).

(7)   Communication, publication or distribution, either directly or by way of embedded links, of images or materials (including, but not limited to pornographic material and images or materials that a reasonable person as a member of the community of Montserrat   would consider to be obscene or indecent) where such communication, publication or distribution is prohibited by or constitutes an offence under the laws of Montserrat   , whether incorporated directly into or linked from a web site, email, posting to a news group, internet forum, instant messaging notice which makes use of domain name resolution services in the .MS TLD.

Material that a reasonable member of the community of Montserrat would consider pornographic, indecent, and/or obscene or which is otherwise prohibited includes, by way of example and without limitation, real or manipulated images depicting child pornography, bestiality, excessively violent or sexually violent material, sexual activity, and material containing detailed instructions regarding how to commit a crime, an act of violence, or how to prepare and/or use illegal drugs

Communication, publication or distribution of defamatory material or material that constitutes racial vilification.

(8)   Communication, publication or distribution of material that constitutes an illegal threat or encourages conduct that may constitute a criminal offence.

(9)   Communication, publication or distribution of material that is in contempt of the orders of a court or another authoritative government actor within Montserrat   .

(10)   Use, communication, publication or distribution of software, technical information or other data that violates Montserrat   export control laws.

(11)   Use, communication, publication or distribution of confidential or personal information or data including confidential or personal information about persons that collected without their knowledge or consent.

2.   ELECTRONIC MAIL

2.1   MNINET expressly prohibits Users of the MNINET Network from engaging in the following activities:

(1)   Communicating, transmitting or sending unsolicited bulk e-mail messages or other electronic communications ("junk mail" or "Spam") of any kind including, but not limited to, unsolicited commercial advertising, informational announcements, and political or religious tracts. Such messages or material may be sent only to those who have expressly requested it. If a recipient asks a User to stop sending such e-mails, then any further e-mail messages or other electronic

communications would in such event constitute Spam and violate the provisions and requirements of this AUP.

(2)   Communicating, transmitting or sending any material by e-mail or otherwise that harasses, or has the effect of harassing, another person or that threatens or encourages bodily harm or destruction of property including, but not limited to, malicious e-mail and flooding a User, site, or server with very large or numerous pieces of e-mail or illegitimate service requests.

(3)   Communicating, transmitting, sending, creating, or forwarding fraudulent offers to sell or buy products, unsolicited offers of employment, messages about "Make-Money Fast", "Pyramid" or "Ponzi" type schemes or similar schemes, and "chain letters" whether or not the recipient wishes to receive such messages.

(4)   Adding, removing, modifying or forging MNINET Network or other network header information with the effect of misleading or deceiving another person or attempting to impersonate another person by using forged headers or other identifying information ("Spoofing").

(5)   Causing or permitting the advertisement of a .MS Domain name in an unsolicited email communication.

3.   DISRUPTION OF MNINET NETWORK

3.1   No-one may use the MNINET Network or a .MS Domain name for the purpose of:

(1)   Restricting or inhibiting any person in their use or enjoyment of the MNINET Network or a .MS Domain name or any service or product of MNINET.

(2)   Actually or purportedly reselling MNINET services and products without the prior written consent of MNINET.

(3)   Transmitting any communications or activity, which may involve deceptive marketing practices such as the fraudulent offering of products, items, or services to any other party.

(4)   Providing false or misleading information to MNINET or to any other party through the MNINET Network.

(5)   Facilitating or aiding the transmission of confidential information, private, or stolen data such as credit card information (without the owner's or cardholder's consent).

4.   NETWORK INTEGRITY AND SECURITY

4.1   Users are prohibited from circumventing   or attempting to circumvent the security of any host, network or accounts ("cracking" or "hacking") on, related to, or accessed through the MNINET Network. This includes, but is not limited to:

(1)   accessing data not intended for such user;

(2)   logging into a server or account which such user is not expressly authorised to access;

(3)   using, attempting to use, or attempting to ascertain a username or password without the express written consent of the operator of the service in relation to which the username or password is intended to function;

(4)   probing the security of other networks;

(5)   executing any form of network monitoring which is likely to intercept data not intended for such user.

4.2   Users are prohibited from effecting any network security breach or disruption of any Internet communications including, but not limited to:

(1)   accessing data of which such User is not an intended recipient; or

(2)   logging onto a server or account, which such User is not expressly authorised to access.

For the purposes of this section 5.2, "disruption" includes, but is not limited to:

port scans, TCP/UDP floods, packet spoofing;

forged routing information;

deliberate attempts to overload or disrupt a service or host;

using the MNINET Network in connection with the use of any program, script, command, or sending messages with the intention or likelihood of interfering with another user's terminal session by any means, locally or by the Internet.

4.3   Users who compromise or disrupt MNINET Network systems or security may incur criminal or civil liability. MNINET will investigate any such incidents and will cooperate with law enforcement agencies if a crime is suspected to have taken place.

5.   NON-EXCLUSIVE, NON-EXHAUSTIVE

This AUP is intended to provide guidance as to what constitutes acceptable use of the MNINET Network and of .MS Domain names. However, the AUP is neither exhaustive nor exclusive.

6.   COMPLAINTS

Persons who wish to notify MNINET of abusive conduct in violation of this AUP may report the same pursuant to the MNINET Acceptable Use Policy Enforcement Procedure, which is instituted by submitting to MNINET a completed MNINET Acceptable Use Policy Violation Complaint Form.

7.   ENFORCEMENT

MNINET may, in its sole discretion, suspend or terminate a User's service for violation of any of the requirements or provisions of the AUP on receipt of a complaint if MNINET believes:

(a)   a violation of the AUP has or may have occurred; or

(b)   suspension and/or termination may be in the public interest.

MNINET may delegate its right to take any action to an Internet security agency or may act upon any report from an Internet security agency without prior notification to the User.

If MNINET elects not to take immediate action, MNINET may require Registrants and a complainant to utilise the AUP Complaint Resolution Service and Policy to ensure compliance with this AUP and remedy any violation or suspected violation within a reasonable time prior to suspension or terminating service.

8.   LIMITATION OF LIABILITY

In no event shall MNINET be liable to any User of the MNINET Network, any customer, nor any third party for any direct, indirect, special or consequential damages for actions taken pursuant to this AUP, including, but not limited to, any lost profits, business interruption, loss of programs or other data, or otherwise, even if MNINET was advised of the possibility of such damages. MNINET's liability for any breach of a condition or warranty implied by the Registrant Agreement or this AUP shall be limited to the maximum extent possible to one of the following (as MNINET may determine):

(i)   supplying the services again; or

(ii)   paying the cost of having the services supplied again.

9.   REMOVAL OF CONTENT RESPONSIBILITY

At its sole discretion, MNINET reserves the right
to:

(i)   Remove or alter content, zone file data or other material from its servers provided by any person that violates the provisions or requirements of this AUP;

(ii)   redelegate, redirect or otherwise divert traffic intended for any service;

(iii)   notify operators of Internet security monitoring, virus scanning services and/or law enforcement authorities of any apparent breach of this AUP or .MS TLD Policies; and/or

(iv)   terminate access to the MNINET Network by any person that MNINET determines has violated the provisions or requirements of this AUP.

In any regard, MNINET is not responsible for the content or message of any newsgroup posting, e-mail message, or web site regardless of whether access to such content or message was facilitated by the MNINET Network. MNINET does not have any duty to take any action with respect to such content or message by creating this AUP, and Users of the MNINET Network are obliged and required to ensure that their use of a .MS Domain name or the MNINET Network is at all times in accordance with the requirements of this AUP and any applicable laws and/or regulations.