AUP - ACCEPTANCE USAGE POLICY

When you open your SpicyHost account, you join two communities. First is the community formed by our network and our customers; the second community is the one made up of all networks and users connected to each other to form the Internet. Becoming a member of these communities gives you certain rights and privileges, but also imposes certain duties and responsibilities. SpicyHost has established an Acceptable Use Policy in order to make these duties and responsibilities more clear. This document is intended to provide a general understanding of SpicyHost's Acceptable Use Policy.

The following factors guide the establishment and enforcement of SpicyHost's usage policies:

NOTE: This document is updated often. Please make a habit of reviewing it from time to time to stay abreast of acceptable as well as inappropriate uses of your SpicyHost Internet Services account. Reports of activity in violation of this policy may be sent via e-mail to abuse[@]spicyhost.in.

This document is divided into the following sections:
- ❖ Introduction
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- ❖ Ensure reliable service to our customers.
- ❖ Ensure security and privacy of our systems and network, as well as the networks and systems of others. Comply with existing laws.
- ❖ Maintain our reputation as a responsible service provider.
- ❖ Encourage responsible use of the Internet and discourage activities which reduce the usability and value of Internet services.
- ❖ Preserve the value of Internet resources as a conduit for free expression and exchange of information.
- ❖ Preserve the privacy and security of individual users.

SpicyHost intends to provide its customers access to everything the Internet has to offer. While SpicyHost is firmly committed to the principles of free speech, certain activities are damaging to the resources of both SpicyHost and the Internet and cannot be permitted under the guise of free speech. The resources of SpicyHost and the Internet are limited, and abuse of these resources by one user has a negative impact on the entire community. We do not routinely monitor the activity of accounts except for measurements of system utilization and the preparation of billing records. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our service. If a SpicyHost account is used to violate the Acceptable Use Policy, we reserve the right to terminate your service without notice and you agree to indemnify SpicyHost and its affiliates against any claims threatened or brought by third parties as a result of your violation of this Acceptable Use Policy and/or the content of your website. We prefer to

advise customers of inappropriate behavior and any necessary corrective action. However, flagrant violations of the Acceptable Use Policy will result in immediate termination of service. Our failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time. If you have any questions regarding this policy, please contact us at abuse[@]spicyhost.in

General Information:

SpicyHost customers are prohibited from transmitting on or through any of SpicyHost's services, any material that is, in SpicyHost's sole discretion, unlawful, obscene, threatening, abusive, defamatory, libelous, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law.

In general, you may NOT use your SpicyHost account:
- ❖ In a manner which violates any law, regulation, treaty or tariff.
- ❖ In a manner which violates the rules, regulations and policies of any network, server, web site, database or service provider that you access through your SpicyHost account.
- ❖ In a manner which is defamatory, fraudulent, indecent, offensive or deceptive.
- ❖ To threaten, harass, abuse or intimidate others.
- ❖ To damage the name or reputation of SpicyHost, its parent, affiliates and subsidiaries.
- ❖ To break security on any computer network, or to access an account which does not belong to you; or In a manner which interferes with other customers' use and enjoyment of the services provided by SpicyHost.

SpicyHost's services may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of United States or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or any other statute. SpicyHost's reserves the right to remove such illegal material from its servers or to immediately terminate your services. The customer is responsible for keeping his billing data with SpicyHost up-to-date and accurate. Furnishing false data on any contract or application, including fraudulent use of credit card numbers, is grounds for immediate termination, and may subject the offender to civil or criminal liability. SpicyHost reserves sole discretion to determine whether any use of the service is a violation of this policy. Guidelines for using your account follows. This information is only a guideline, and is not intended to be all-inclusive.

Electronic Mail:

Certain SpicyHost accounts give you the ability to send and receive electronic mail. Misuse of electronic mail may result in termination of service. The following examples are non-exclusive and are provided for your guidance.

You may not use your account to send unsolicited bulk or commercial messages ("spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such messages may only be sent to those who have explicitly requested it. You may not use your account to collect responses from unsolicited bulk or commercial e-mail sent from accounts with other providers. Forging, altering or removing electronic mail headers is prohibited. You may not send numerous copies of the same or substantially similar message, nor may you send very large messages or files to a recipient, with the intent to disrupt a server or account ("mail bombing").You may not use electronic mail to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving e-mail, you must not send that person any further messages. You may not forward or otherwise propagate chain letters, whether or not such messages solicit money or other items of value, and whether or not the recipient wishes to receive such mailings. SpicyHost accounts may not be used to collect replies to messages sent from another Internet service provider if those messages violate this Acceptable Use Policy or the acceptable use policy of the other service provider. If you use the services of another provider to promote a web site hosted by or through SpicyHost, then the provisions of this Acceptable Use Policy shall apply to the methods used to promote such site.

Web Sites:

SpicyHost provides storage space and access for web sites through its Web Hosting services. In addition, dedicated accounts may provide for the hosting of web sites. SpicyHost will not routinely monitor the contents of your web sites. You are solely responsible for any information contained on your web site. However, if complaints are received regarding language, content or graphics contained on your web site, SpicyHost may, at its sole discretion, remove the web site hosted on SpicyHost servers and terminate your Web Hosting service. You agree to promptly reimburse SpicyHost for any reasonable expenses it incurs (including attorney's fees) in defending itself form third party claims relating to any of the content (whether created by you, your customers or your users) contained on your website. You may not use your web site to publish material which SpicyHost determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings. Unlawful content is that which violates any law, statute, treaty, regulation, or lawful order. This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements, or material which violates the privacy rights or property rights of others (copyrights or trademarks, for example). Objectionable content is otherwise legal content with which SpicyHost concludes, in its sole discretion, it does not want to be associated in order to protect its reputation and brand image, or to protect its employees, shareholders and affiliates.

Examples of prohibited web site content:
Materials which hold SpicyHost including its affiliates, employees or shareholders up to public scorn or ridicule.
Materials which encourage the commission of a crime; or which tends to incite violence; or which tends to degrade any person or group based on sex, nationality, religion, color, age, marital status, sexual orientation, disability or political affiliation.

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 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.
❖ 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 ("cracking").
❖ 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.
❖ SpicyHost 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.

Network Management:
You are responsible for ensuring that the services obtained from SpicyHost are used in an appropriate manner by your customers and users. Therefore, you must take steps to manage the use of the services obtained from SpicyHost in such a way that network abuse is minimized. You must also make

information publicly available about how to contact you, and you must respond in a timely manner to complaints concerning misuse of the services obtained from SpicyHost. Failure to responsibly manage the use of the services obtained from SpicyHost may be cause for termination of services to you.

You must designate one or more individuals ("Contacts") to be responsible for every host, IP network or subnet connected to the Internet through the use of the services. You must provide Contact names, phone numbers, and postal and e-mail addresses ("Contact Information") to any and all appropriate Domain Name Registrars prior to the initial network connection of your service. You must keep Contact Information updated and accurate at all times.

Changes in the Contact Information must be sent to the appropriate Domain Name Registrars in a timely manner. Contacts must have the authority, access and tools necessary to configure, operate and control access to your systems.

For important timesharing hosts, primary domain name servers and mail relays or gateways, Contacts must be accessible to SpicyHost via telephone 24 hours a day, 7 days a week. Every customer who allows third party access to the services provided by SpicyHost, whether such third parties are employees, users or customers, must maintain a postmaster address for the receipt of complaints by e-mail. Messages delivered to the postmaster address must be reviewed and handled in a timely manner.

Network Performance:

SpicyHost accounts operate on shared resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination of your account.

You are prohibited from excessive consumption of resources, including CPU time, memory, disk space and session time.

You may not use resource-intensive programs which negatively impact other customers or the performance of SpicyHost systems or networks. SpicyHost reserves the right to terminate or limit such activities.

Illegal Activity:

Any activity on our network that is a violation of any state or federal law is a violation of this policy and will result in immediate termination of service. Prohibited activities include, but are not limited to:

Transmitting obscene materials or child pornography. Intentionally spreading or threatening to spread computer viruses. Gaining or attempting to gain unauthorized access to any network, including SpicyHost's private network infrastructure Accessing or attempting to access information not intended for you. Transmitting pirated software. Conducting or participating in illegal gambling. Soliciting for pyramid and other illegal schemes.

SpicyHost does not permit any site that contains:

Images (including on banner ads) of nude models that appear to be under the age of 18 (in SpicyHost's sole judgment), Sexually explicit images (including on banner ads) of models that appear to be under the age of 18 (in SpicyHost's sole judgment); or Sites containing language promoting child pornography together with any sexually explicit or nude images. As required by federal law, SpicyHost will forward all offenders of this policy to the appropriate federal agency.