

Annexure - 2

AUP – Acceptance User Policy

Acceptance User Policy

Scope:

Capitalised terms not specifically defined herein shall have the meanings ascribed to them in the Master Services Agreement.

This Acceptable User Policy (“**AUP**”) governs the usage of Services. This Policy is incorporated by reference into each contract CtrlS enters into with customers for the provision of Services. In addition, this AUP is incorporated by reference into the Master Services Agreement.

This AUP is to help and protect the customers of CtrlS and customers’ use of Services constitute acceptance of this AUP. The purpose of this AUP is to inform the Customer of the acceptable uses of the Services. The use of Services must be consistent with applicable laws and must not conflict with the right of CtrlS’s other customers. The Customer agrees to comply with this AUP. CtrlS has the right to change or modify the terms of the AUP at any time, with intimation to the Customer. Customer’s use of the Services after changes to the AUP shall constitute acceptance of any changed or additional terms

Prohibited Uses:

All Services provided by CtrlS shall be used by the Customer for lawful purposes only and as per applicable laws (including but not limited to privacy laws). Transmission, usage, storage, or presentation of any information, data or material in violation of the applicable laws including the ‘prohibited contents’ are strictly prohibited. This includes, but is not limited to copyrighted material, trade secret, material in CtrlS’s opinion is obscene, not in public interest, opposed to public policy or is an invasion of privacy of any person or entity.

The following list provides a number of general prohibited uses of the Services that are violations of this AUP. Please note that the following list does not represent a comprehensive or complete list of all prohibited uses. The prohibited uses include but are not limited to:

Illegal Material: Includes illegally exploited copyrighted works, commercial audio, video or music files, and any material that violates any applicable law or regulation of any country, and any material that is perceived to be misleading in any manner.

Unlawful Activities: The Services shall not be used in violation of applicable laws. This includes, but is not limited to:

- (a) Pornography (by publishing, submitting, receiving, uploading, downloading, posting, using, copying or otherwise producing, transmitting, distributing or storing pornography)
- (b) Unlawful activities (including gambling)

- (c) Threats, harassment and abuse of any individual, organization or business
- (d) Fraudulent activities
- (e) Terrorist websites or other sites advocating human violence and hate crimes based upon religion, ethnicity or country of origin
- (f) Unlawful plans or schemes or linking to and or advertising such plans or schemes.

CtrlS will be the sole arbiter in determining violations of this provision.

Also prohibited are sites that promote any illegal activity or present content that may be damaging to CtrlS servers or any other server on the internet. Links to such materials are also prohibited. Examples of unacceptable content or links: Pirated software Hacker programs or archives Warez sites.

Threatening Material or Content: The Services shall not be used to host, post, transmit or retransmit any content or material that harasses others or threatens the health or safety of others. In addition, CtrlS reserves the right to decline to provide Services if the content of then Customer is determined by CtrlS to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

Violation of Intellectual Property Rights: The Services shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise reproduce, transmit, retransmit, distribute or store any content/material or to engage in any activity that infringes or otherwise violates the intellectual property rights or privacy or publicity rights of CtrlS, any Member or third party, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret or other intellectual property right now known or later recognized under applicable law.

Distribution of Malware and Phishing: The distribution, fabrication, or use of malware, including virus software, root kits, password crackers, adware, key stroke capture programs and other programs normally used in malicious activity is prohibited. Any activity designed to collect personal information (name, account numbers, usernames, passwords, etc.) under false pretense is prohibited.

Commercial Advertising - Email:

Spamming, or the sending of unsolicited email, from a CtrlS hosting server or using an email address or domain that is maintained on a CtrlS machine as reference is STRICTLY prohibited. Misuse of System Resources: Any attempt to undermine or cause harm to a server, or Customer, of CtrlS is strictly prohibited. This includes, but is not limited to: using programs that consume excessive CPU time; allowing the use of mail services, mail forwarding capabilities, or auto responders other than for the Customer's own account; resale of disk space without an appropriate reseller agreement;; or resale or remote access to CGI scripts installed on our servers.

Operation of IRC servers or IRC bots on our servers will result in an immediate suspension of service.

Undertaking of the Customer

Confidential

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The Customer agrees and undertakes that;

- (a) Any attempt to undermine or cause harm to any of the equipments, materials etc. of CtrlS is strictly prohibited.
- (b) In case of abuse of the resources including equipments, materials, network etc. of CtrlS, in any way, CtrlS reserves the unqualified right to immediately deactivate the Services, without refund.
- (c) Denial of Service (DOS) attacks directed at CtrlS, or any attempt to launch a DOS attack from CtrlS servers are strictly prohibited. All infractions and or suspected infractions will be vigorously investigated and may result in immediate termination of Services.
- (d) It shall ensure that its representatives and employees behave with courtesy and politeness towards employees or representatives of CtrlS and do not indulge in disorderly, riotous or unwelcome behavior at the CtrlS's premises.
- (e) Customer shall not violate systems or network security measures instituted by CtrlS and any such violation may incur criminal or civil liability

Materials and Products

(a) CtrlS will exercise no control whatsoever over the content of the information passing through the network or on the Customer's websites.

(b) Use of any information obtained by way of CtrlS is at the Customer's own risk, and we specifically deny any responsibility for the accuracy or quality of information obtained through our services.

(c) Connection speed represents the speed of connection to CtrlS and does not represent guarantees of available end to end bandwidth. CtrlS can only guarantee within its controlled network, availability of bandwidth to Customer's subscribed Committed Information Rate"