

This "**Acceptable Use Policy**" is made, entered into and executed

BETWEEN

BIZZNET SOLUTIONS INTEGRATED (hereinafter referred to as "Parent") and YOU (hereinafter referred to as "Customer"). If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the term "Customer" shall refer to such entity.

(The Parent and the Customer may be referred to individually as a "Party" and collectively as the "Parties").

WHEREAS the Parent provides various Products and Services;

AND WHEREAS the Customer wishes to purchase Parent's Products and Services

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Parent and the Customer, intending to be legally bound, hereby agree as follows:

This Acceptable Usage Policy (the "Policy") governs, in addition to the BizzHost "Web Hosting General Terms and Conditions Agreement", the terms of use by the ("Customer"), which is defined as any individual, web designer, or third-party consultant granted permissible access by Customer to Customer's account or BizzHost's ("Provider") servers or services.

Customer agrees when using, or accessing BizzHost's services that the following terms and conditions of this policy will be met:

Overview

In order to provide a high class, professional service, we have a few conditions for Customers of our service. Some of these conditions may seem strict, but they insure a safe, functional, and trusted environment for our customers to publish their information on the World Wide Web.

Some example scenarios that may warrant a service suspension:

1. Customer is knowingly or unknowingly hosting **PORNOGRAPHY** content, videos or photographs or linking to any other pornographic website(s).
2. Uploading or linking to **COPYRIGHTED** media such as music, videos, software, movies and are found to be distributed without the copyright owner's consent.
3. Uploading or linking to Illegal or un-licensed software or '**WAREZ**' download sites.
4. Hosting a website which has been set up to function as an **OPEN PROXY**.
5. Hosting a website which sends unsolicited email (**SPAM**) using a customer's SMTP service or mail script or any other (external) SMTP service/provider.
6. Hosting a website which causes an unusual **SPIKE** in resource usage and is detected by our systems resulting in an account for outstripping the allotted resources. To protect the customer, a site may be suspended in order to verify that this resource spike is legitimate or containable.
7. Hosting a Hacked or **NULLED** script or otherwise compromised site is discovered. This condition usually results in one or more of the above conditions.
8. Farming Bit coins
9. Hosting "**HATE**" sites or content that could be reasonably considered as slanderous or libellous.
10. **Personal Information Harvesting:** Collecting or using email addresses, screen names or other personal identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting).
11. **Blacklisting:** You agree that if the BizzHost IP numbers assigned to your account are listed on an abuse database or blacklist like Spamhaus, you will be in violation of this AUP, and BizzHost may take reasonable action to protect its IP numbers, including suspension and/or termination of your service, regardless of whether the IP numbers were listed as a result of your actions.
12. **Investment sites:** FOREX, egold exchange, etc.
13. **Spoofing/Impersonation:** Usage of the BizzHost network to impersonate another person or entity, be it through Email, Internet Forums, or any other means, is strictly

prohibited. This includes spoofing email or network packet headers whether or not it is done for malicious purposes.

14. **Spamdexing:** Customer agrees to not engage in activities pertaining to Black Hat SEO, Spamdexing, and so-called "Scraper sites." These can all have a severely detrimental effect on server performance and are not permitted.
15. Any conduct that is likely to result in retaliation against BizzHost's network or website, or BizzHost's employees, officers or other agents, including engaging in behaviour that results in any server being the target of a **denial of service attack (DoS).**
16. **Personal Backups:** With the exception of BizzHost Dedicated Server products, the customer agrees to make use of BizzHost Web Hosting servers primarily for the purpose of hosting a website, and associated email functions. Data uploaded must be primarily for this purpose. BizzHost Web Hosting servers are not intended as a data backup or archiving service. BizzHost Web Hosting reserves the right to negotiate additional charges with the Customer for the space use. BizzHost also reserves the right to remove the archives at their discretion without prior notice. If you exceed your allocated space / bandwidth for a month, you will be billed at the rate of Rs.1000/- per additional 1 GB of space or/and bandwidth.
17. **Adult Thumbnail Galleries/Banner Exchanges:** You agree not to run a banner exchange, free adult TGP (thumbnail gallery post), or free adult image galleries on your website.
18. **Abusive Scripts/Processes:** Any script/process/etc that adversely affects the ability of any other customer to satisfactorily use their provided services is forbidden. This includes, but is not limited to, CPU-intensive CGI/PHP scripts and websites for which the scale of traffic has exceeded the acceptable limits of a shared hosting environment.
19. **IRC Bots/Bouncers:** All IRC bots and "bouncers" (bnc, etc) are forbidden.
20. **BitTorrent software:** While we recognize the value in the BitTorrent protocol as a distribution method, it is far too easily (and often accidentally) abused/misused and therefore not allowed on BizzHost Shared Hosting services.

21. **Proxy Software:** All proxy software, anonymous or otherwise, is forbidden on BizzHost Shared Hosting services.

22. **Network Daemons:** Any process that opens a network socket to accept connections from external networks is forbidden. Processes are allowed to bind to the local host only, but are held to the limitations placed on all other processes. They must not use up more than their fair share of resources and they must not interfere with any other customers' activities.

Customers posting any of the above content on their sites will be notified using Customer's current email address on file and will be suspended temporarily. If no corrective actions are taken, BizzHost reserves the right to suspend the account permanently or terminate the account. VIOLATION OF ACCEPTABLE USE POLICY REMOVES THE ELIGIBILITY OF AN ACCOUNT FOR REFUND UNDER MONEY BACK PERIOD OR OTHERWISE. Violation of this Policy may also cause cancellation of service without refund of any fees. Non receipt of email due on customer side due to mail reaching the spam folder or customer failing to check the inbox will be customer's liability and the 'Parent' will not be responsible in this matter.

Email Usage Policies

BizzHost does not support unsolicited email messages sent by Customers of our system (also known as junk email or SPAM). Customers sending unsolicited email messages from our system, or through other systems with messages referencing their website, will have all of their services temporarily suspended. They will then be contacted by BizzHost and informed of the suspension before having their services reinstated. A repeated violation may cause cancellation of service without refund of any fees.

Excessive hosting service striping

referred to herein as "excessive striping". This describes the condition where a customer attempts to use 2 or more hosting services, stored with duplicate content, in order to collect an excessive allocation of overall bandwidth, disk space, GPUs, or other resources for the purpose of avoiding overage fees on a single service plan. An excessive striping condition may also be achieved by closing services before their resource limits are reached then opening a new service with nearly

identical content to use its bundled resources. Content and resource striping is generally permitted only on load-balancer enabled products and products which feature consolidated bandwidth billing. Any other form of content striping will be considered excessive and may result in a service suspension.

Illegal Activities

Customers found using our system for illegal activities, including but not limited to porn and adult websites, breaking in to remote systems, credit card fraud, theft, vandalism, threats, or violence, will have their accounts immediately cancelled without refund of any fees.

Hostnames, IP Addresses

Provider will remain the sole owner of all IP network addresses within the Provider's network. Customer shall not knowingly modify any TCP/IP configuration that will conflict, or otherwise disrupt network service by using configurations not allocated to Customer by Provider. Best effort will be taken to maintain permanency of customer's allocated IP address; however Provider reserves the right to change customer's underlying IP network address during upgrades, security provisioning, or any other network migration service.

SOME OF OUR COMPETITORS MAY NOT REQUIRE THEIR CUSTOMERS TO COMPLY WITH SUCH CONDITIONS. IF ANY OF OUR EXISTING OR POTENTIAL CUSTOMERS ARE UNWILLING OR UNABLE TO COMPLY WITH THESE CONDITIONS, WE RESPECTFULLY INVITE THEM TO AVAIL SERVICES FROM SUCH COMPETITORS.