

Violation of **Nita Microtek's *Acceptable Use Policy*** will be considered immediate grounds for termination of services and no refunds will be given.

Acceptable Use Policy

1. Scope and Purpose

NitaMicrotek provides services to view and use products, services, and other materials made available over the Internet (Content). By its nature, the Internet is designed to permit the expression of a wide variety of commercial and non-commercial messages, as well as purchase and use products, services, and other items. However, the Internet is not owned or controlled by any one entity. **NITAMICROTEK** can not, and does not, monitor or control any Content, including its customer's Content. Use of the Internet, as a provider Content, or as a user of it, requires a high level of individual judgment. By accessing the Internet, you assume the risk that Content available through **NITAMICROTEK's** services may be inaccurate, offensive, illegal or otherwise unsuitable to your individual tastes, and/or needs. **NITAMICROTEK** can not, and will not, accept responsibility for injury that results from this Content, even if that Content may be legally actionable.

To balance the often competing issues that the nature of the Internet creates, **NITAMICROTEK** has created this *Acceptable Use Policy (AUP)*. This **AUP** governs the use of the services provided by **NITAMICROTEK**, its customers, visitors to **NITAMICROTEK's** web sites, and visitors to customer's web sites (all such collectively referred to as "End Users"). It is a part of each customer's agreement with **NITAMICROTEK** and is incorporated by this reference. While this **AUP** is designed to facilitate open and free use of the Internet, and balance issues presented by that use, **NITAMICROTEK** may take actions based on this **AUP** that in its sole opinion are in its best business interests, regardless of whether the use itself is legal.

In particular, **NITAMICROTEK** encourages prospective customers to carefully review sections of this **AUP** covering E-Mail/SPAM, Intellectual Property Violations, and Security. A thorough review of those sections, and the entire **AUP**, may help avoid creating issues under it that will cause **NITAMICROTEK** to take action, up to, and including, termination of a customer's account.

Customers violate this **AUP** when they or End Users engage in activities prohibited by it. It is a customer's responsibility and contractual obligation to ensure that End Users comply with this **AUP**. **NITAMICROTEK** expects that customers will cooperate with it in the enforcement and administration of this **AUP**. A customer's failure to do so is a violation of their contract.

2. Conduct

2.1 Lawful Use

NITAMICROTEK's services may be used for lawful purposes only. Customers and End Users may not use **NITAMICROTEK's** services to directly facilitate the violation of any particular law or regulation. Use of **NITAMICROTEK's** services is governed by the laws of India and that of the respective countries of our principals, regardless of our physical location or that of the Customer or End User.

2.2 Other Acceptable Use Policies

When using **NITAMICROTEK** to connect to other systems, Customers and/or End Users must respect any acceptable use policies, terms of service, terms and conditions or similar restrictions placed on their use by the owners of those systems. Services we provide may be subject to other acceptable use policies. We will provide these acceptable use policies to you on request.

3. Accountability

Any use of Customer's account, server, or any other service provided by **NITAMICROTEK** will be considered use by the individual or entity set out in **NITAMICROTEK's** records as the owner, or principal contact. This individual or entity will be held responsible for all contractual obligations including violations of this **AUP**. The security of Customer's systems and account details are the responsibility of the customer. The primary contact is considered the owner or authorized user of all data using **NITAMICROTEK's** services.

NITAMICROTEK recommends that Customers take steps to ensure that all use of their account and/or server is authorized. This includes restricting physical access to their computers and networks, logging their use, and ensuring that their account details (especially passwords) are stored securely. Connecting a computer to the Internet exposes it to millions of other computers. **NITAMICROTEK** recommends that Customers ensure that their computer is secured against abuse from the Internet. All security related responsibilities are those of the Customer unless otherwise agreed upon in writing. Computers are configured to facilitate their operation in **NITAMICROTEK's** network. This configuration may be less secure than others. Customers are encouraged to review security protocols and ensure that they have selected the security level fitting their needs. **NITAMICROTEK** makes no warranties regarding the security of its network.

The structure and nature of the Internet community changes often. Activities that may at one time have been considered to be acceptable to the general public, may, over time, become unacceptable. **NITAMICROTEK**, Customers, and End Users do business in this unstable and unpredictable environment. **NITAMICROTEK** will attempt to give Customers 30 days prior notice of a material change to this **AUP**. Such a notice will be posted here in our Acceptable Use Policy. However, because of the nature of the Internet, **NITAMICROTEK** reserves the right to change this **AUP** without notice. Continued use of **NITAMICROTEK's** services constitutes acceptance of the most current version of the **AUP**.

It is the responsibility of the customer to notify **NITAMICROTEK** of any changes to their account or contact information. **NITAMICROTEK** has no responsibility for communications that are misdirected as a result of Customer's failure to provide **NITAMICROTEK** with updated contact information.

4. Contacting NITAMICROTEK regarding violation of this AUP

E-mail addresses used to contact **NITAMICROTEK** are set out within this **AUP**. Please note, that **NITAMICROTEK** has created special addresses for certain types of complaints. Complaints misdirected by a Customer or End User may not be responded to. Complaints submitted to **NITAMICROTEK** are not confidential and may be forwarded to **NITAMICROTEK**'s customer or law enforcement, without notice. **NITAMICROTEK** does not recognize requests that complaints be kept confidential, and will not honor those requests.

Complaints for which a particular e-mail or other contact address is not specified in this **AUP**, should be sent to info@nitamicrotek.com. Complainants should include as much detail as possible. Relevant E-mails or Usenet postings (including all headers) and logs, together with references to charters, acceptable use policies and other supporting evidence should all be included when they are available. Some abuse complaints may not receive a reply depending on the volume of abuse complaints about that particular issue.

NITAMICROTEK recognizes that it is often expedient to request that **NITAMICROTEK** take action related to a Customer or End User. However, **NITAMICROTEK** is not always in the best position to take action. The fact that a particular activity is prohibited in this **AUP** does not obligate **NITAMICROTEK** to take any specific action.

5. Intellectual Property Rights

Customers warrant that their use of **NITAMICROTEK**'s services are authorized, and that they are the lawful owner, or licensee of Content, placed on, or accessed through those services.

5.1 Copyright Infringement

NITAMICROTEK follows its principals' Copyright Infringement Policy. All its principals are registered with the United States Copyright Office pursuant to the Digital Millennium Copyright Act (DMCA). The DMCA contains very specific criteria setting out what an allegation of copyright infringement must contain. The criteria are available at <http://www.copyright.gov/title17/92chap5.html#512>. **NITAMICROTEK** is not required to respond to notices that do not fall within these criteria. Please review them carefully. Under Federal Law of the USA, you may be subject to heavy civil penalties if you misrepresent your copyright interest in a DMCA complaint.

5.2 Other Intellectual Property Infringement

Customers, and End Users, may not engage in activity that infringes or misappropriates the intellectual property rights of others. This includes but is not limited to, trademarks, service marks, trade secrets, software piracy and patents. Complaints about such activity by Customers or End Users may be directed to info@nitamicrotek.com.

6. Certain Content Restrictions

NITAMICROTEK does not knowingly host sites containing Gambling, Pornography, Erotica, Child Pornography, Child Erotica or Bestiality. For the purposes of this **AUP**, **NITAMICROTEK** does not distinguish between Pornography, and Erotica, and both are collectively referred to as Pornography, Child Pornography, and Child Erotica, and both are collectively referred to as Child Pornography. Customers and End Users are prohibited from using **NITAMICROTEK**'s services to disseminate or access Gambling, Pornography, Child Pornography and Bestiality. **NITAMICROTEK** is required by law to report the use of its services to disseminate or display Child Pornography and Bestiality. **NITAMICROTEK** actively cooperates with law enforcement in their efforts to prosecute violations restricting Gambling, Pornography, Child Pornography and Bestiality, and will do so without informing Customers or End Users.

Gambling, Pornography, Child Pornography and/or Bestiality complaints may be directed to info@nitamicrotek.com

7. U.S. Export and Import Laws

NITAMICROTEK follows our principals' policy in this regard. Customers and End Users may not use **NITAMICROTEK**'s services to engage in a violation of U.S. export and import control laws. Violation of these laws may include selling products that may be legal to sell in the U.S., but illegal to export; or legal to sell in one country, and illegal to sell in the U.S. Customers may not use **NITAMICROTEK**'s services to provide services to End Users with whom U.S. citizens may not do business.

More information about U.S. export laws may be found at <http://www.export.gov/exportcontrols.html>.

8. Privacy

Customers and End Users should not assume that any information in **NITAMICROTEK**'s possession is confidential or will not be disclosed. Requests for information coming from any law enforcement agency will be complied to.

Customers and End Users should not assume that they will receive any notifications of such request received related to their accounts.

9. IP Addresses

NITAMICROTEK owns IP numbers and addresses assigned to customers. **NITAMICROTEK** may, in its sole discretion, change these numbers. These numbers may not be transferred to another provider.

10. Requests for Information by Law enforcement agencies

Law enforcement agencies who seek information about **NITAMICROTEK**'s customers, and/or their use of **NITAMICROTEK**'s services, are required to submit a legal request document, pursuant to which **NITAMICROTEK** is required by law to produce this information. Unless specifically required by law and so clearly communicated to **NITAMICROTEK**, the request will be transmitted to **NITAMICROTEK**'s Customer.

Civil demands for information, such as discovery requests and similar demands (Civil Demands), must be part of a filed and pending litigation matter. Responses to Civil Demands are at **NITAMICROTEK**'s discretion. Responses are subject to a response fee of Rs.15000.00 per hour. **NITAMICROTEK** does not honor requests from civil litigants to limit or to pre-approve response expenses. Civil litigants are encouraged to contact **NITAMICROTEK** prior to serving Civil Demands in order to minimize their expense.

Address for such Demands:

Legal Department
NitaMicrotek
402-A, Richmond Plaza,
Richmond Circle, Raja Ram Mohan Roy Road,
Bangalore - 560 025.

11. Security

11.1 Unauthorized Access

Under no circumstances may **NITAMICROTEK**'s systems be used to gain access or deny access to a system or attempt to gain or attempt to deny access to a system without the permission of the system's owners (or rightful users).

11.2 Denial of Service (DoS)

A Denial of Service (DoS) attack is designed to disproportionately consume the resources of a system in order to reduce its ability to serve its function. Under no circumstances may **NITAMICROTEK**'s systems be used in DoS attacks.

11.3. Prohibition of Abnormal, Damaging Traffic

Abnormal traffic shapes may cause detrimental effects to other users and/or the network, and, in extreme cases, may have DoS attack like effects.

11.3.1. Maximum pps Ratio

Customers must ensure that their packets per second (pps) ratio is below 1 packet/second per each 1000 bits/second (i.e. 1 pps per 1 Kb/s). Any higher pps to bandwidth ratios will result in immediate service termination with no grounds for reinstatement. Furthermore, Customer will be liable for a minimum fine of Rs.35000.00 per hour that the pps ratio is exceeded, or greater based on the scope of the effect on other users and/or the network.

11.4 Probes and Scans

11.4.1 Definitions

Probe

A probe is a connection made to a computer in order to determine if it has a security vulnerability (for example, testing a mail relay to see if it allows third party relay). This also includes un-authorized security testing of any system or network.

Port-Scan

A port scan is making multiple attempts to connect to a computer on different ports in order to determine the services it provides.

Sweep

A sweep is a series of attempts to connect to multiple network addresses in order to determine whether they are in-use, providing a specific service or to map a network's topology.

Spoofing

Spoofing is faking the details of a connection in order to make it appear to come from a different computer, organization or individual without their permission.

11.4.2 Prohibition of Probes, Port-Scans, Sweeps and Spoofing Probes, port-scans, sweeps and spoofing of systems without the express permission of the owners of those systems is prohibited, and may be reported to law enforcement agencies.

NITAMICROTEK reserves the right to use probes, port-scans, sweeps and spoofing on any system connected to the **NITAMICROTEK** network in the course of performing security assessments and threat management.

11.4.3 Virus/Worm/Trojan Infections and Distribution Virus infections are the responsibility of the customer and must be rectified as soon as possible.

NITAMICROTEK reserves the right to disconnect an infected customer if damage to other servers or third parties cannot be avoided otherwise. Notification will be sent if a disconnection is necessary, but there may be no delay between notification and

disconnection.

12. E-Mail

12.1 E-mail/Spam

Generally

The Internet is a robust source for communication between individuals and entities. **NITAMICROTEK** supports the use of E-mail for legitimate communications in a manner that is generally accepted. The use of E-mail for unsolicited bulk E-mails is not generally accepted. The use of **NITAMICROTEK**'s services to transmit this type of E-mail is specifically prohibited by this **AUP**. While differences of opinion may exist on what type of E-mail communication constitutes unsolicited bulk E-mail, or SPAM, **NITAMICROTEK**'s Customers and End Users are required to abide by the definitions and restrictions in this **AUP**, regardless of whether a particular type of E-mail communication is permissible by law or other regulation.

12.1.1 Definitions

Bulk (or Broadcast) E-mail

Bulk E-mail is sending of substantively similar E-mails to more than 20 E-mail addresses.

Commercial E-mail

Commercial E-mail is any E-mail message, the primary purpose of which, is the commercial advertisement or promotion of a commercial product or service, including Content on a web site, which is operated for a commercial purpose, or which has as its primary goal, a commercial purpose.

12.1.2 **NITAMICROTEK**'s services may not be used to send UBE and UCE (a.k.a. spam)

NITAMICROTEK's systems may not be used to send Unsolicited Bulk E-mails (UBE) or Unsolicited Commercial E-mails (UCE). Customers or others acting on their behalf may not send UBE or UCE promoting or advertising domain names, URIs or E-mail addresses hosted by **NITAMICROTEK**.

12.1.3 Other Commercial Announcements

Neither customers nor End Users may post any commercial advertisement on any public bulletin board system or web site unless it is expressly allowed on that system or web site. Complaints will be handled the in the same manner as UBE and UCE complaints.

12.1.4 Bulk Mailing Bulk Mailing Through **NITAMICROTEK**'s mail servers

NITAMICROTEK's mail servers are the only servers designed to send Bulk E-mail

using the mailing list system that may be part of the subscribers account. Sending Bulk (or Broadcast) E-mail through or from any **NITAMICROTEK** owned server, that is not expressly designed to handle mailing lists, is strictly prohibited. This specifically includes but is not limited to **NITAMICROTEK** web servers running any operating system or combination of server software. Violations of this policy may lead to sanctions permanently or temporarily inhibiting the ability to send any mail from those servers or total account termination at **NITAMICROTEK**'s sole discretion.

12.2 Mail Bombing

Mail Bombing is sending more than 10 substantively similar E-mails to the same recipient in any 24-hour period.
NITAMICROTEK's systems may not be used to engage in Mail Bombing.

13. Usenet

Usenet is a distributed hierarchy of publicly accessible forums primarily defined by RFC1036.

13.1 Usenet Spam

13.1.1 Definitions

Cross-Posting

Cross posting is posting a single Usenet message that is marked as appearing in multiple newsgroups.

Multi-Posting

Multi-posting is repeatedly posting identical or substantively similar messages. Multi-posting is considered bad because each copy of a multi-posting must be separately distributed across Usenet, whereas a cross-posted message need only be transferred once (even though it appears in multiple newsgroups).

Briedbart Index

In order to quantify how bad a multi-posted or cross-posted message is the Briedbart index is used.

If during any 45 day period, a series of substantively similar messages are posted, the first cross-posted to n_1 groups, the second to n_2 groups, the third to n_3 groups, etc. The Briedbart index of that series of postings is calculated as the sum of the square roots of n_1 , n_2 , n_3 , etc.

Excessive Multi-Posting (EMP)

Any series of substantively similar postings with a Briedbart index greater than 20 constitutes Excessive Multi-Posting (EMP).

13.1.2 Prohibition of EMP

NITAMICROTEK's systems may not be used for EMP. Customers or others acting on their behalf may not engage in EMP promoting or advertising domain names, URIs or E-mail addresses hosted by **NITAMICROTEK**.

13.2 Off-Topic Posts

13.2.1 Definitions

Charter

Many newsgroups have charters which place restrictions on what messages may be posted to them. Charters can be searched for here:
<http://www.faqs.org/faqs/faqsearch.html>.

Off-topic

Where a charter exists for a newsgroup, a message posted to it which violates that charter is off-topic.

13.2.2 Prohibition of Off-Topic Posts

NITAMICROTEK's systems may not be used to post off-topic messages. Customers or others acting on their behalf may not post off-topic messages promoting or advertising domain names, URIs or E-mail addresses hosted by us is also prohibited.

14. Prohibited Services & Protocols

14.1 IRC

IRC related programs, including, but not limited to, clients, bots, and servers, may not be run using **NITAMICROTEK's** services. No connections to IRC or IRC-like servers or hosts may be made from **NITAMICROTEK's** services.

14.2 Multicast

Customers may not make use of the multicast protocol unless they have a written and signed exemption to this rule from **NITAMICROTEK**. Customers using the multicast protocol without prior written authorization will be billed up to Rs.35000.00 per hour that multicast is used.

14.3 Open Proxies

Customers may not make use of proxy servers that are not protected by a username and/or password or restricted to specific IP addresses to make indirect network connections to other network services. This includes, but is not limited to, SOCKS proxies, Web proxies, Network address translation (NAT) proxies, Web-based proxy servers and open SMTP relays.

15. Consequences

NITAMICROTEK expressly reserves the right to suspend or terminate, without notice, all services for any customer who violates our terms and conditions. The sub-sections in this section are only presented as a guide to how complaints are normally handled. Complaints about any violation or unacceptable activity may lead to suspension or termination of any service or services offered by **NITAMICROTEK**. No refunds are provided for services terminated because of any violations of this **AUP**.

If practical, we will contact Customer (either by telephone or E-mail) before any action is taken. Where **NITAMICROTEK** believes that that the violation was accidental or will not be repeated, **NITAMICROTEK** may, at its discretion, choose to re-enable services. In these circumstances **NITAMICROTEK** may also place restrictions or further conditions on Customer's use of **NITAMICROTEK**'s systems, require a formal undertaking from them regarding their future conduct or require payment to cover costs incurred by **NITAMICROTEK** in dealing with the abuse incident.

In certain circumstances, **NITAMICROTEK** may suspend a Customer's services in the interests of preventing further abuse while **NITAMICROTEK** investigates.

15.1 Consequences of UBE and UCE Complaints

UBE and UCE are a total violation of a customer's contract, and will be dealt with firmly by **NITAMICROTEK**. Since it is true that complaints do come in about UBE or UCE and the complainant is actually a valid subscriber there is an allowance as follows: The responsibility lies on Customer to make sure their mailing lists are kept up to date and clean of all non-subscribers. Even responded to warnings under section 16.1.1 below will count against the total for subsequent sections following 16.1.1.

15.1.1 Two or More Complaints in One 24 Hour Period

If UBE or UCE generates two or more complaints in one 24-hour period Customer will be notified of those complaints with copies of the reported E-mails. This one chance will be given to cease this activity, secure the system from relaying/abuse, or unsubscribe those who filed the complaints.

15.1.2 Five or More Complaints in Three Consecutive 24 Hour Periods

If UBE or UCE generates five or more complaints in three 24-hour periods service will be suspended for ten days. Customer will be notified of those complaints with copies of the reported E-mails. It will be the responsibility of Customer to request reconnection when the ten day suspension period has expired. A reconnection fee, equivalent to the a normal account/service set-up fee, will apply.

15.1.3 Eight or More Complaints in Five Consecutive 24 Hour Periods

If UBE or UCE generates eight or more complaints in five consecutive 24-hour periods the account will be terminated immediately. Notification will be sent after services are terminated.

15.1.4 Complaints Regarding Open Relays or Open Proxies

If UBE or UCE complaints indicate an open relay or open proxy or **NITAMICROTEK** discovers an open relay or open proxy through the course of business Customer will be notified after services are suspended. Restoration of service will require written acknowledgement of the reason for suspension and either:

- 1) An indication that the security issue will be remedied including how this will be achieved; or
- 2) Customer pays **NITAMICROTEK** to remedy the security issue on the customer's behalf.

15.1.5 If Any Portion of Our Network is Blocked or 'Blacklisted' by a Third Party

If any services consumed by a Customer, or End User, is found to be the cause for any part of **NITAMICROTEK**'s network being blocked or 'blacklisted' by any third party in any way, **NITAMICROTEK** reserves the right to terminate some or all services offered by **NITAMICROTEK** without notice. It is the responsibility of Customers to be sure they and their subscribers are not abusing our network and causing service problems for other Customers.

Our Mission

To provide customers with a complete solution to all their current and future web presence needs.

Our Infrastructure

Our hosting servers are in the US. Superb Internet Corporation is our infrastructure partner. We are a Microsoft SPLA Partner. We are also a Silver Partner to Parallels, the company that sells hosting control panels like Plesk, Virtuozzo etc.