

# Infinigate Cloud Acceptable Use Policy

This Acceptable Use Policy ("Policy") describes the proper and prohibited use of cloud solutions ("Services") provided by Infinigate Cloud UK Limited to the user of the Services (the "Reseller") as subscribed through Infinigate Cloud's Reseller Agreement. This Policy is designed as a guideline and is not exhaustive in the description of use.

Infinigate Cloud does not monitor or censor the information within its services other than the application of network monitoring and filtering.

Infinigate Cloud reserves the right to remove any content for any reason, including but not limited to, your violation of any conditions of this Acceptable Use Policy. Infinigate Cloud's right to remove inappropriate content under this Policy shall not extend to editorial rights over the content. If Infinigate Cloud determines at its sole discretion that use of the Services have violated the terms of this Acceptable Use Policy, then without notice, Infinigate Cloud may terminate the Reseller Agreement between Infinigate Cloud and the Reseller.

Infinigate Cloud Services are not to be used to:

1. Create or maintain software download or distribution sites or sites created for the purpose of mass distribution of software products.
2. Create or maintain sites that generate system errors or exceptions that disrupt server performance or cause server-wide outages. This includes overriding or avoiding system settings and restrictions imposed upon Infinigate Cloud.
3. Violate any applicable laws, regulations, or other provisions having the force of law.
4. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.
5. Employ misleading e-mail addresses or falsify information in any part of any communication.
6. Upload, transmit, disseminate, post, store or post links to any content that:
  - a. Is prohibited from transmitting or posting by law, or by contractual or fiduciary relationship;
  - b. Facilitates hacking or unauthorized access or use of data, systems, servers or networks including any attempt to probe, scan or test for vulnerabilities, or to breach security or authentication measures;
  - c. Falsifies origin by forging TCP/IP packet headers, e-mail headers, or any part of a message header;
  - d. Interferes with service to any user, system or network by using flooding techniques, overloading a system or a network, staging or broadcasting an attack, or any other means resulting in a crash of a host either deliberately or by negligence;
  - e. Infringes or contributes to any infringement of any intellectual property, material protected by copyright, trademark, patent, trade secret or proprietary right of any party;
  - f. Is or may be considered unsolicited or unauthorized advertising, promotional material, junk mail, spam, spamvertisements, make money fast schemes, chain letters, pyramid schemes, or any other form of solicitation;

- g. Contains viruses, worms, trojan horses, time bombs, trap doors, or any other computer code, files, or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- h. Is unlawful, harmful, threatening, abusive, harassing, unlawful, libelous, defamatory, vulgar, obscene, or invasive of privacy;
- i. Is of adult nature, pornographic, or harmful to minors;
- j. Promotes illegal activity, including providing instructions for illegal activity, or transmitting, disseminating or offering fraudulent goods, services, schemes or promotions, or furnishing false data on any signup form, contract or online application or registration, or the fraudulent use of any information obtained through the use of the Services including use of credit card numbers.
- k. Exploits the images of children or discloses personally identifiable information belonging to children.