

# India Market Softech Pvt. Ltd. (indiamarkethub.com)

## Acceptable Use Policy (AUP)

We've developed this Acceptable Use Policy (AUP) to help our Customers understand their responsibilities when using our services. It explains our policies regarding activities that may be harmful to our Users or compromise the efficiency of our shared hosting environment.

We may take preventative or corrective action, at our discretion, in response to any of the activities described in this AUP, along with any activities that contradict the spirit of this AUP or the nature of the Internet as an open, efficient method of communicating and conducting business.

To meet the changing needs of our Users, our business, the Internet environment and the legal landscape, this AUP may be revised at any time and we encourage you to review this AUP on our Web site(s) periodically.

If you feel you have discovered a violation of any area of our AUP (other than notices of alleged infringement by our customers or any court orders, search warrants, or other legal process, the email address for all of which is "legal@indiamarkethub.com, please report it to:

India Market Softech Pvt. Ltd. (indiamarkethub.com)Plot No. 20, EDC Building  
I.T. Park, Chandigarh, 160101  
E-mail: legal@indiamarkethub.com

**IMPORTANT NOTE: IN THE EVENT YOU SEND US A NOTICE OF ANY KIND VIA EMAIL AND DO NOT RECEIVE A RESPONSE FROM US, PLEASE SUBMIT A DUPLICATE COPY VIA PAPER. DUE TO THE VAGARIES OF THE INTERNET, AND EMAIL COMMUNICATION IN PARTICULAR, INCLUDING WITHOUT LIMITATION THE BURDENS OF SPAM AND THE OCCASIONAL, UNINTENDED EFFECTS OF SPAM FILTERS, SENDING AN ALTERNATE FORM OF NOTICE (VIA PAPER), WILL HELP ASSURE THAT YOUR NOTICE WILL BE RECEIVED BY US AND ACTED ON IN A TIMELY MANNER.**

- **General Information.** As used herein, the term "User" or "Users" shall include any and all users, Customers, subscribers, affiliates (including without limitations Customers or non-Customers to whom India Market Softech Pvt. Ltd. provides links or banners to promote the services or products of India Market Softech Pvt. Ltd. (indiamarkethub.com)or any third party the services or products of which are offered by or obtained through or in connection with India Market Softech Pvt. Ltd. (indiamarkethub.com) resellers or others (i) who sign up for, use or obtain services or products from India Market Softech Pvt. Ltd. (indiamarkethub.com)or from any third party services or products of which are offered by or obtained through or in connection with India Market Softech Pvt. Ltd., or (ii) who visit the Web site of India Market Softech Pvt. Ltd. (indiamarkethub.com)or of any such third party. As a provider of Internet/World Wide Web access, Web site hosting, and other Internet-related services, India Market Softech Pvt. Ltd. ("India Market Hub offers Users, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. India Market Softech Pvt. Ltd. (indiamarkethub.com) respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue, India

Market Softech Pvt. Ltd. (indiamarkethub.com) reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, India Market Softech Pvt. Ltd. (indiamarkethub.com) has developed this Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each User's respective service agreement and is intended as a guide to the User's rights and obligations when utilizing India Market Softech Pvt. Ltd. (indiamarkethub.com) 's services. This AUP will be revised from time to time. A User's use of India Market Softech Pvt. Ltd. (indiamarkethub.com 's services after changes to the AUP are posted on India Market Softech Pvt. Ltd. (indiamarkethub.com 's Web site, under the Terms of Service section, will constitute the User's acceptance of any new or additional terms of the AUP that result from those changes. One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When Users or others obtain information through the Internet, they must keep in mind that India Market Softech Pvt. Ltd. (indiamarkethub.com) cannot and does not monitor, verify, warrant, or vouch for the accuracy and quality of the information that users may acquire. For this reason, the user must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because India Market Softech Pvt. Ltd. (indiamarkethub.com) cannot monitor or censor the Internet, and will not attempt to do so, India Market Softech Pvt. Ltd. (indiamarkethub.com) cannot and does not accept any responsibility for injury to its Users or others that results from inaccurate, unsuitable, offensive, or illegal Internet communications. When Users or others disseminate information through the Internet, they also must keep in mind that India Market Softech Pvt. Ltd. (indiamarkethub.com) does not review, edit, censor, or take responsibility for any information its users, customers, subscribers or others may create. When Users or others place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over India Market Softech Pvt. Ltd. (indiamarkethub.com)'s network and may reach a large number of people, including both Users and subscribers and non-subscribers of India Market Softech Pvt. Ltd. (indiamarkethub.com), Users' postings to the Internet may affect others and may harm India Market Softech Pvt. Ltd. (indiamarkethub.com)'s goodwill, business reputation, and operations

- **Scope.** This AUP governs the usage of products and services of India Market Softech Pvt. Ltd. (indiamarkethub.com) or of any third party which are subscribed to or obtained through India Market Softech Pvt. Ltd. (indiamarkethub.com) (the "Services"). This AUP is incorporated by reference into each contract India Market Softech Pvt. Ltd. (indiamarkethub.com) or any such third party enters into with a User for the use of such Services. India Market Softech Pvt. Ltd. (indiamarkethub.com) may modify this AUP at any time without notice. In addition, this AUP is incorporated by reference into the Terms of Service applicable to the Web site of India Market Softech Pvt. Ltd. (indiamarkethub.com) so that no person who utilizes the Web site or services of India Market Softech Pvt. Ltd. (indiamarkethub.com) (regardless of whether that person is a User) may take any action utilizing the Web site of India Market Softech Pvt. Ltd. (indiamarkethub.com) that a User would be prohibited to take utilizing the Services.
  - **Purpose.** The purpose of this AUP is to enhance the quality of the Services and to protect Users, and the Internet community as a whole, from illegal, irresponsible, or disruptive Internet activities. This AUP applies to each User. Each User should use common sense and good judgment in connection with the Services. Parents or guardians should always supervise minors in using the Internet. Parents and guardians

should remain aware at all times of what is on the Internet and how the minors under their care are using the Services and the Internet.

- **Prohibited Uses.** Users may not:
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- Utilize the Services to send unsolicited bulk and/or commercial messages over the Internet (known as "spam" or "spamming"). It is not only harmful because of its negative impact on consumer attitudes toward India Market Softech Pvt. Ltd. (indiamarkethub.com), but also because it can overload India Market Softech Pvt. Ltd. (indiamarkethub.com)'s network and disrupt service to its Users subscribers. Maintaining an open SMTP relay is prohibited. Any direct action, configuration, or setting that causes excessive outbound e-mail traffic is subject to review and possible action. When a complaint is received, India Market Softech Pvt. Ltd. (indiamarkethub.com) has the absolute and sole discretion to determine from all of the evidence whether the e-mail recipients were from an "opt-in" e-mail list, or whether the outbound e-mail traffic generated from an account is suitable for a shared hosting environment.
- Utilize the Services to engage in the illegal distribution of prescription medications, including, but not limited to, promotion, marketing, or sale of prescription medications without a valid prescription.
- Utilize the Services in connection with any illegal activity or activity otherwise prohibited by this AUP. Without limiting the general application of this rule, Users may not:
  - Utilize the Services for or in connection with any activities or content determined by India Market Softech Pvt. Ltd. (indiamarkethub.com), in its sole discretion, to be related to gambling, adult, obscene or pornographic materials or content, harassment, defamation, libel and hate speech or other offensive speech or content, or for any unlawful purpose, including without limitation, fraud, money laundering, child pornography, terrorist-related activities, activities in violation of India. export or import laws, any executive orders, or any rules, regulations or orders issued by Foreign Exchange Regulation Act (FERA), infringement on rights of others, trafficking in illegal drugs, or any products or services that are prohibited under applicable law, or which India Market Softech Pvt. Ltd. (indiamarkethub.com) determines to be controversial or disruptive to the operations of India Market Softech Pvt. Ltd. (indiamarkethub.com) or any other User or third party;
  - Utilize the Services to copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization;
  - Utilize the Services to misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party;
  - Utilize the Services to Forge or misrepresent message headers, whether in whole or in part, to mask the originator of the message; or
  - Utilize the Services in any manner that violates applicable law.
  - Use any BitTorrent tracking technology for downloads
  - The use of Botnets, or any act resulting in web browser vulnerabilities, worms or Trojan horses.
- Utilize the Services in connection with any tortious or actionable activity. Without limiting the general application of this rule, Users and Users may not:

- Utilize the Services to publish or disseminate information that (A) constitutes slander, libel or defamation, (B) publicizes the personal information or likeness of a person without that person's consent or (C) otherwise violates the privacy rights of any person. Utilize the Services to threaten persons with bodily harm, to make harassing or abusive statements or messages, or to solicit the performance of acts or services that are illegal under applicable law.
- Utilize the Services in connection with any other disruptive, controversial or abusive activity, as determined by India Market Softech Pvt. Ltd. (indiamarkethub.com) in its sole discretion. Without limiting the general application of this rule, Users may not:
  - Utilize the Services to cause denial of service attacks against India Market Softech Pvt. Ltd. (indiamarkethub.com) or other network hosts or Internet users or to otherwise degrade or impair the operation of India Market Softech Pvt. Ltd. ("India Market Hub")'s servers and facilities or the servers and facilities of other network hosts or Internet users; or
  - Post messages or software programs that consume excessive CPU time, or storage space, or network bandwidth; or
  - Utilize the Services to offer mail services, mail forwarding capabilities, POP accounts or auto responders other than for the User's own account; or
  - Resell or allow access to or use of, any of our Services except as and only to the extent permitted in one of our authorized Reseller programs. Further, by way of expansion and not by limitation, you may not store files or other data of third parties on our servers; or
  - Utilize the Services to subvert, or assist others in subverting, the security or integrity of any India Market Softech Pvt. Ltd. (indiamarkethub.com) systems, facilities or equipment; or
  - Utilize the Services to gain unauthorized access to the computer networks of India Market Softech Pvt. Ltd. (indiamarkethub.com) or any other person; or
  - Utilize the Services to provide passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code; or
  - Utilize the Services to (A) forge the signature or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the User (excluding the use of anonymous re-mailers or Internet nicknames); or
  - Utilize the Services to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Services; or
  - Utilize the Services to conduct port scans or other invasive procedures against any server (except any server for which the User is an authorized system administrator); or

- Utilize the Services to distribute, advertise or promote software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or Spam; or
- Utilize the Services to solicit or collect, or distribute, advertise or promote, e-mail address lists for the purpose of encouraging or facilitating unsolicited commercial e-mail or Spam; or
- Utilize the Services in any manner that might subject India Market Softech Pvt. Ltd. (indiamarkethub.com) to unfavorable regulatory, law enforcement or other legal action, subject India Market Softech Pvt. Ltd. (indiamarkethub.com) to any liability for any reason, or adversely affect India Market Softech Pvt. Ltd. (indiamarkethub.com) public image, reputation or goodwill, including, without limitation, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by India Market Softech Pvt. Ltd. (indiamarkethub.com) in its sole discretion;
- While on a shared hosting platform, utilize, operate, enable, execute, compile, upload or publicly store source code, executable code, programs, or software packages designed to perform tasks not directly associated with Web site/e-mail hosting, including, without limitation, (A) directly opening any listening port, (B) starting any 'daemon' process, (C) performing local/remote security scans, (D) simulating local shell/OS access by means of a tunneled/encapsulated connection to a remote host, (E) circumventing firewall restrictions, (F) connecting to any IRC/Peer to Peer file sharing server/network, (G) providing 'tracker' services to 'BitTorrent' clients and/or (H) exploiting web browser vulnerabilities, as determined by India Market Softech Pvt. Ltd. (indiamarkethub.com) in its sole discretion; or
- Attempt to attack, disrupt, or abuse the support- and contact-related mechanisms of India Market Softech Pvt. Ltd. (indiamarkethub.com) including, but not limited to, telephone lines, e-mail addresses, fax lines, bulletin boards or contact/signup forms; or
- Utilize the Services in any other manner to interrupt or interfere with the Internet usage of other persons.

- **Violations:**

- Disclaimer. India Market Softech Pvt. Ltd. (indiamarkethub.com) expressly disclaims any obligation to and does not monitor its Users and other Users with respect to violations of this AUP. India Market Softech Pvt. Ltd. (indiamarkethub.com) has no liability or responsibility for the actions of any of its Users or other Users or any content any User may post on any Web site.
- Remedies. If India Market Softech Pvt. Ltd. (indiamarkethub.com) learns of a violation of this AUP, India Market Softech Pvt. Ltd. (indiamarkethub.com) will respond to the applicable User and may, in India Market Softech Pvt. Ltd. (indiamarkethub.com)'s sole discretion, take any or all of the following actions, with or without notice as it deems necessary or appropriate in accordance with the severity and duration of the violation:
  - Warning the User: and/or

- Suspending the offending User from the Services; and/or Terminating or cancelling, or disconnecting the offending User from, the Services; and/or
  - Imposing fees or charges on the offending User account in accordance with the applicable service contract; and/or
  - Removing the offending content; and/or
  - Taking other action in accordance with this AUP, the applicable service contract or applicable law.
- **Reservation of Rights.** India Market Softech Pvt. Ltd. (indiamarkethub.com) reserves the right to cooperate with and provide any and all User information and data to appropriate legal authorities in investigations or reporting of claims of illegal activity involving India Market Softech Pvt. Ltd. (indiamarkethub.com)'s Services. India Market Softech Pvt. Ltd. (indiamarkethub.com) reserves all other rights to respond to violations of this AUP to the extent of applicable law and in accordance with any applicable contractual obligations. India Market Softech Pvt. Ltd. (indiamarkethub.com) may utilize technical means to monitor communications into, and out of, its network facilities to prevent the introduction of viruses or other hostile code, to prevent intrusions and otherwise to enforce this AUP and each User agrees that India Market Softech Pvt. Ltd. (indiamarkethub.com) is authorized to monitor its communications through India Market Softech Pvt. Ltd. (indiamarkethub.com)'s network for such purposes.