



LiteCloud Acceptable Use Policy

This Acceptable Use Policy ("AUP") describes unacceptable practices and prohibited actions while using LiteCloud computers, networks, and managed services (the "Services"). As an employee or customer of LiteCloud using the Services, you acknowledge that you have read, understood and agree to abide by this AUP. As a customer of LiteCloud, you also acknowledge and agree that you will ensure that your customers and end-users abide by this AUP and that you will be responsible for violations of this AUP by your customers and end-users. LiteCloud reserves the right to modify this AUP at any time, notifying you either via e-mail or by posting a revised copy of this AUP on our website. You agree to review this AUP on a regular basis and remain in compliance at all times.

Compliance

This AUP is intended to protect the Services, employees and customers of LiteCloud, and the Internet community as a whole from improper, inappropriate, abusive, or illegal activity. When using the Services, you are required to comply with this AUP and are expected to adhere to commonly accepted practices of the Internet community. The prohibited uses described below are intended as guidelines regarding improper and inappropriate conduct, and should not be interpreted as an exhaustive list.

LiteCloud makes no guarantee regarding, and assumes no liability for, the security and integrity of any data or information you store or transmit via the Services or the Internet, including any data or information stored or transmitted by any computer designated as "secure." Employees and customers of LiteCloud are responsible for immediately reporting to LiteCloud any issue which could compromise the security or integrity of any user or system taking part in the Services.

Prohibited Uses

Illegal Use

LiteCloud Services may only be used for lawful purposes. The transmission, distribution, retrieval or storage of any data or other material in violation of any



applicable law or regulation is prohibited. This includes, without limitation, data or other material which:

- Infringes any copyright, trademark, trade secret, patent or other intellectual property right.
- Constitutes an illegal threat made against any person or organization.
- Violates export control laws or regulations.
- Is obscene, pornographic, indecent, or defamatory.
- Constitutes an attempt to defraud others.

Forgery

LiteCloud Services may not be used in a manner, which purposely alters or forges your identity. You may not engage, without limitation, in the following activities:

- Sending any message or transmitting any electronic communication using a name or address other than your own for purposes of deception.
- Impersonating someone else by altering your source IP address or by using forged headers or other identity information.
- Fraudulently concealing, forging or otherwise falsifying your identity in connection with any use of the Services.

Security

LiteCloud Services may not be used to violate system or network security; such behavior may result in criminal or civil liability. You may not engage, without limitation, in the following activities:

- Gaining unauthorized access to, or attempting to compromise the normal functioning, operation or security of any network, system, computing facility, equipment, data or information.
- Engaging in any activities that may interfere with the ability of others to access or use the Services or the Internet (i.e., Denial of Service attacks).



- Monitoring any data, information or communications on any network or system not owned by you without authorization.
- Gaining unauthorized access to the user accounts or passwords of other users of any system.
- Attempting to intercept, redirect or otherwise interfere with communications intended for others.
- Intentionally transmitting files or messages containing computer viruses or propagating worms, Trojan horses, or "spyware" programs.

E-Mail

LiteCloud Services may not be used to distribute electronic mail in an improper or illegal manner. You may not engage, without limitation, in the following activities:

- Transmitting unsolicited mass or commercial e-mail (i.e., spamming) for any purpose.
- Enlisting a third party to transmit unsolicited mass or commercial e-mail on your behalf.
- Collecting responses from unsolicited mass or commercial e-mail, or advertising your website or your identity in such e-mail.
- Transmitting a large amount of e-mail to a recipient with the intent to disable their system (i.e., mailbombing).
- Using another party's electronic mail server to relay e-mail without express permission.
- Any e-mail message containing informational or commercial content is considered unsolicited unless it is sent to a recipient who expressly requested receipt of such e-mail via an "opt-in" process. It is your responsibility to prove that the recipient explicitly requested inclusion on an e-mail list by direct action, preferably with evidence of confirmation by the recipient (i.e. "double opt-in"). In the absence of positive, verifiable proof to the contrary, LiteCloud will consider a complaint by an e-mail recipient to be de-facto proof that the recipient did not request the e-mail about which a complaint was generated.



Usenet

LiteCloud Services may not be used to violate the guidelines or restrictions imposed by the charter of any newsgroup. You may not engage, without limitation, in the following activities:

- Posting any commercial message or advertisement, unless permitted by the charter of the newsgroup.
- Cross-posting a message to unrelated newsgroups or to any newsgroups where the post does not meet that newsgroup's charter.
- Repetitious posting of off-topic or disruptive messages, unless specifically invited by the charter of the newsgroup.

Cooperation with Investigations

LiteCloud will cooperate with appropriate law enforcement and other governmental agencies and other parties involved in investigating claims of illegal or inappropriate activity, and shall have no liability to you or any third party for any actions taken in connection with such cooperation. Employees and customers of LiteCloud are responsible for providing assistance to LiteCloud in such investigations as needed.

Notification of Violation

If you become aware of any violation of this AUP by any person, including downstream customers, end-users, or third parties, please notify us via e-mail at abuse@litecloudhosting.com, or through your designated Program Operations Manager or primary Technical Manager at LiteCloud.