



ANNEX 4

ACCEPTABLE USE POLICY

to the services agreement concluded between Hostthink Internet Services EOOD Ltd. and

1. Introduction

1.1. This acceptable use policy (“AUP”) outlines the principles that govern use of the systems, services and equipment (if any) provided by Hostthink in connection with the services we provide to you.

1.2. “User(s)” or “you” means customers or anyone else who uses or accesses our services.

1.3. We may amend, modify or substitute this AUP at any time. Your continued use of any services provided under your agreement after any such amendment, modification or substitution constitutes your acceptance of any new AUP. We recommend that you visit our website regularly to check for any updates or amendments to this AUP.

2. Hostthink enforcement actions – our rights to investigate, suspend, restrict or terminate your services

2.1. We reserve the right to investigate any suspected violation(s) of this AUP. When we become aware of possible violations, we may initiate an investigation, which may include gathering information from the User involved and the complaining party (if any) and examination of material on our servers, networks or any other equipment associated with the services provided under your agreement.

2.2. We will take action if you abuse our services and/or breach this AUP. The actions we may take, in our sole discretion, at any time include but are not restricted to:

- (a) a discussion on the phone or an informal email asking for your cooperation;
 - (b) a formal warning to you;
 - (c) suspension of the service (with or without notice);
 - (d) restriction of your access to all or any part of any service provided under your agreement (with or without notice);
- or
- (e) termination of any service under your agreement (with or without notice).

2.3. Notwithstanding our right to restrict, suspend or terminate the service, if you breach this AUP and/or our terms and conditions we may decide to issue a formal warning to you specifying the unacceptable conduct and notifying you that repeated breaches may result in all or part of our services being temporarily or permanently withdrawn from you.

2.4. If, after we have issued a formal warning in accordance with paragraph 2.3 above, your conduct continues to breach this AUP, then we will withdraw all or any part of the services from you until such time as we are satisfied that you have implemented appropriate steps to ensure that your use of our systems, services or equipment will comply with this AUP.

2.5. If such a suspension is imposed, then this may be lifted at our discretion upon receipt of a formal written undertaking from you not to commit any future relevant abuse. Until the formal written undertaking is received by us using the contact details we specify to you the services will remain suspended. Hostthink is in no way responsible for any loss during transmission (post, email).



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2.6. Prior to terminating services we may, depending on the nature of the breach of the AUP, work with Users to avoid future violations of the AUP and to ensure that there is no reoccurrence of the violation in question. For clarification, the decision as to whether to work with you to resolve any violations of the AUP is in our absolute discretion.

2.7 If you are a reseller of our services and you and/or the end user is in breach of the AUP it is your responsibility to advise the end user regarding any action we take in connection with the terms of this AUP.

3. Use of the services

3.1. You must not use our services in any way that is unlawful or illegal or in any way to the detriment of other users of our services. You also must not allow anybody using your connection to use our services in any way that is unlawful or illegal or in any way to the detriment of other users of our services.

3.2. In addition to and without prejudice to your obligations pursuant to our terms and conditions, you agree to comply with (and ensure that others using the services comply with) all applicable laws, statutes and regulations in connection with the services. As the User of the services, you are liable for all use of the services supplied to you irrespective of use without your knowledge and/or consent.

3.3. You are required to keep your contact details provided to Hostthink up to date. Keeping such records up to date is important as we may need to send notices or other information to you using the contact information you gave us.

3.4. In the event that your use of our services is under investigation by relevant authorities, we reserve the right to suspend the services for the duration of the investigation.

4. Your responsibilities – security

4.1. The security of the services used by you is your responsibility. We are not responsible for the consequences of your failure to employ adequate security measures (e.g. lost or corrupted files, identity theft, fraud).

Device security

4.2. Users are responsible for the security of their own systems and devices that are directly or indirectly connected to our systems.

4.3. If we identify that systems and/or devices on the end of your connection are causing significant impact to our service or are part of a “botnet” (machines hijacked by others to distribute malicious software or other forms of abuse), we reserve the right to suspend or disconnect your services without notice.

4.4. You must take all reasonable precautions to protect yourself and your systems and servers from viruses and other forms of malicious intrusion. We will not be responsible for any loss or damage howsoever incurred as a result of such intrusion.

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4.5. You must keep your password(s) (if any) confidential and secure. If you think that your password(s) has become known to any unauthorised person or may be used in an unauthorised way you should take steps to change your password immediately. If you believe that any of your devices have been used to breach the terms of this AUP you must inform us immediately.

5. Your responsibilities – Hostthink systems, services and equipment

5.1. Users must not take any action that may restrict or inhibit any person, partnership, company, firm or organisation (whether a customer of Hostthink or otherwise) in his/her/its lawful use or enjoyment of any of our systems, services or products.

5.2. Specific prohibited acts in relation to Hostthink systems, services and equipment are:

5.2.1. the sale or resale of our services and products;

5.2.2. any form of unsolicited or unwanted or deceptive or misleading advertising;

5.2.3. furnishing false data including fraudulent use of credit card numbers (and such conduct is grounds for immediate termination and may subject the offender to civil or criminal liability);

5.2.4. attempting to circumvent user authentication or security of any host, network, or account (also known as “cracking” or “hacking”). This includes, but is not limited to, accessing data not intended for the User, logging into a server or account the User is not expressly authorised to access, or probing the security of other networks without the express authorisation of the owner of such third party network(s);

5.2.5. effecting security breaches or disruptions of communications. Security breaches include, but are not limited to, accessing data of which the User is not an intended recipient or logging onto a server or account that the User is not expressly authorised to access. For the purposes of this section “disruption” includes, but is not limited to, port scans, ping floods, packet spoofing, forged routing information, deliberate attempts to overload a service, any otherwise unspecified form of Denial of Service (DoS) attack, or attempts to “crash” a host;

5.2.6. using any program/script/command, or sending messages of any kind, designed to interfere with or adversely affect a User’s enjoyment of our network by any means, locally or by the Internet, including violating the privacy of other Users; and

5.2.7. conducting, for malicious purposes, any form of network monitoring or interception of any data that does not belong to you.

6. Your responsibilities - content/material***General***

6.1. You are prohibited from storing, distributing, transmitting or causing to be published any “prohibited material” through your use of the services, including for example your use of the services to send emails, post on online forums and use social media. What constitutes “prohibited material” shall be determined by us (acting in our sole discretion). Prohibited material includes (without limitation):

6.1.1. material that is threatening, harassing, invasive of privacy, discriminatory, defamatory, racist, obscene, indecent, offensive, abusive, harmful or malicious;



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6.1.2. material that infringes or breaches any third party’s intellectual property rights (which shall include, but not be limited to copyright, trademarks, design rights, trade secrets, patents, moral rights, paternity rights and performance rights) - this includes the use, distribution and/or copying of any material without the express consent of the owner;

6.1.3. material that is in violation of any law or regulation that is enforceable in the country in which you use and/or receive the services; and

6.1.4. programs containing Viruses, malware (malicious software), hoaxes or any tools designed to compromise the security of Internet users, websites and/or systems. However, you may pass samples of malware in a safe manner to appropriate agencies for the purpose of combating its spread.

6.1.5. phishing - material that is designed to acquire information such as usernames, passwords, credit card details or other personal information through masquerading as a trusted source.

6.2. For the avoidance of doubt, the storage upon and/or distribution via our systems and/or services by any User of “pirated” software, or any other materials that are not expressly licensed to the User, will constitute a violation of this AUP.

6.3. At our sole discretion (and without prejudice to any of our other rights pursuant to this AUP and this agreement), we reserve the right to remove or block any material from any server under our control. In addition to any other action we may take, we reserve the right to notify relevant authorities, regulators and/or other third parties of the use, storage, distribution, transmission, retransmission or publication of prohibited material (and/or any other materials the dealing with or use of which may constitute unlawful conduct by Users).

IN WITNESS WHEREOF the parties have signed this annex in two originals, one for each party.

CUSTOMER

Company name: _____

Name: _____

Position: _____

Date: _____

Signature: _____

SUPPLIER

Company name: Hostthink Internet Services EOOD Ltd.

Name: Sheref Onuralp Chankaya

Position: Director

Date: _____

Signature: _____

