



HGC CLOUD SERVICES ACCEPTABLE USE POLICY

Last Modified: June 27, 2019

The following is HGC's Acceptable Use Policy (the "AUP") that describes prohibited uses of the HGC Cloud Marketplace website (the "Site") and HGC's cloud services offered through the Site (the "HGC Services"). HGC's General Terms of Service ("Terms") govern the general relationship between you and HGC or any of HGC's affiliates and this AUP and all related and linked policies are incorporated by reference into the Terms. All related policies are available on our Legal site (<https://www.hgcbiz.com/en/terms-and-conditions>).

The provisions contained in the AUP constitute the terms of your use as it relates to acceptable behavior and conduct in connection with your use of the Site and the HGC Services. THESE PROVISIONS ARE NOT MEANT TO BE EXHAUSTIVE. In general, any conduct that violates any law, regulation, or any of the generally accepted norms of the Internet community, whether or not expressly mentioned in the AUP, is prohibited. HGC reserves the exclusive right, at any and all times and in its sole and absolute discretion, to prohibit any of your activities in connection with your use of the Site and/or the HGC Services that in any way damage or have the reasonable likelihood of damaging HGC, its affiliates or any of their commercial reputation or goodwill.

Your use of the Site and HGC Services is subject to the most current version of the AUP posted on the Site. You agree to comply with this AUP and all policies regarding permitted and prohibited uses of the HGC Services and Site as may be posted by HGC on the Site, including any related blogs or forums. HGC reserves the exclusive right, at any time, to change any portion of the AUP, or any other policies or guidelines governing the Site or HGC Services. Any changes will be effective upon posting of the revisions on the Site. Your continued use of the Site or HGC Services is your acknowledgment of the changes to the AUP, and if you don't agree to the changes, you must immediately discontinue use of the HGC Services and Site.

If HGC determines, in its sole and absolute discretion, that you may have violated the AUP, HGC may permanently prevent you from using the Site and HGC Services, cancel the HGC Services without refund and, if appropriate, pursue legal action against you. In addition, you may be subject to civil or criminal penalties and/or injunctive redress.

1. DEFINITIONS

"HGC" refers to (a) HGC Global Communications Limited, a company incorporated in Hong Kong.



"You" or "your" means any individual or entity who accepts the Terms, has access to your account, uses the HGC Services or the Site, or orders the HGC Services, and includes both end users of the HGC Services.

"HGC Services" means HGC's cloud services offered through the Site, including, but not limited to HGC's Hosted Exchange, HGC Domain Registration, and HGC Support Services, and for the purposes of the AUP excludes any services offered by third party vendors.

2. SYSTEM AND NETWORK SECURITY ACTIVITIES

In connection with your use of the Site and the HGC Services, you are strictly prohibited from engaging in the following activities:

- 1) tampering with accounts of other users, or committing unauthorized intrusions into any part of HGC system or related systems;
- 2) using servers, files, accounts, or networks to intrude, without authorization, into any other system or systems;
- 3) accessing or attempting to access any areas of or through the Site that are not intended for general public access without HGC's written consent;
- 4) using accounts not provided or intended for use by you or circumventing security provisions in order to access the HGC Services for the purpose of avoiding fees or any other purpose;
- 5) using HGC system(s) in a manner that HGC determines, in its sole and absolute discretion, unfairly encumbers disk space, processors, network or other system resources beyond those provided to you as part of the HGC Services purchased;
- 6) making deliberate attempts to interfere with or overload any other service or attempt to disable a host;
- 7) any network-based attack on local or foreign networks, hosts, servers, or any systems or applications, including without limitation, overloading, engaging in "denial of service" attacks, "crashing" or "mail-bombing", in which case HGC may notify the appropriate law enforcement authorities of such violation(s); and
- 8) using the Site or the HGC Services in any other manner that might interrupt or interfere with the access to or use of the Internet by another party.

3. EMAIL USAGE ACTIVITIES

In connection with your use of the Site or the HGC Services, you are strictly prohibited from engaging in the following activities:

- 1) sending commercial e-mail to a recipient if such recipient has requested that you discontinue such communication;



- 2) transmitting e-mail to non-consenting recipients that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, including but not limited to any e-mail that encourages conduct that would constitute a criminal offence, or otherwise violates any applicable local, provincial, national or international law;
- 3) knowingly transmitting e-mail that contains malware or any type of software viruses or any other computer code, files or programs designed to interrupt, destroy, alter or limit the functionality of any computer software or hardware;
- 4) forging e-mail header information in any way;
- 5) using your account with HGC or accessing a network connection by using the HGC Services to collect e-mail replies of messages sent from any other Internet service provider that is in violation of the AUP or those of the originating service provider;
- 6) sending means unsolicited e-mails, including without limitation, commercial advertising and informational announcements ("Spam");
- 7) using another site's mail server to relay your e-mail without the express permission of that other site; or
- 8) using the SMTP gateway provided by HGC for any purpose that is deemed, in the sole and absolute discretion of HGC, to constitute resource abuse.

HGC reserves the sole and exclusive right to block, without notice, any email messages to you or sent by you that HGC determines, in its sole and absolute discretion, might contain any viruses or be considered Spam.

4. EXTERNAL LINKS TO ADVERTISERS

You agree that HGC may provide to you links to other websites or resources that advertise on the Site. You also agree that you will not attempt to block or otherwise interfere with any such advertisements. Doing so is ground for immediate termination of access to the Site and the HGC Services. The manner, mode and extent of advertising by HGC are subject to change. All correspondence or business dealings that you have with any advertisers found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that HGC will not be responsible or liable for any loss or damage of any sort incurred as a result of any such dealings or as the result of the presence of such advertisers on the Site.

5. ADDITIONAL AUP PROVISIONS

You agree to abide by the following additional provisions:

- 1) You may only use the HGC Services provided to you by HGC for lawful purposes, as determined by HGC in its sole and absolute discretion. Use of



the HGC Services or Site, transmission, storage, distribution or presentation of any information made available, displayed or transmitted in connection with the HGC Services, including, but not limited to, all trade-marks, domain names, contents of any bulletin boards or chat rooms or forums, information made available by means of an HTML "hyper link", a third party posting or similar means and all updates, upgrades, modifications and other versions of any of the foregoing ("Content"), in violation of any and all applicable laws is prohibited, regardless of jurisdiction. Content includes, but is not limited to: (a) material protected by intellectual property rights used without proper authorization; (b) material judged to be defamatory, threatening or obscene, or violating export control laws; (c) information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (d) information that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality or any computer software or hardware or telecommunications equipment; and (e) information that promotes or provides instructional information about illegal activities, promotes physical harm or injury against any group or individual, or promotes any act of cruelty to animals. The transmission, storage, distribution or presentation of the following are also prohibited: (a) Pornography and sex-related merchandising; (b) Content that may infer sexual content or any links to adult content elsewhere; (c) Content that promotes any illegal activity or Content that may be damaging to HGC servers or any other server on the Internet; and (d) links to unlawful materials. The following are examples of unacceptable content or links: pirated software, hackers' programs or archives, warez Sites, IRC Bots, pirated music or movies, malware, including any form of Spyware or any related software that records a user's activities without their permission and forwards that information via the Internet; and Spam software (i.e. any software that allows a user to transmit Spam in violation this policy).

- 2) You agree to comply with any security processes and procedures (such as passwords) HGC may specify with respect to access to or use of the Site or the HGC Services.
- 3) HGC reserves the right, to immediately, with or without notice, prevent you or any other party from accessing the Site or the HGC Services or deactivate the Service at any time if HGC determines a violation of the AUP has occurred in any way or might result from use of the HGC Services or Site.
- 4) HGC is not responsible in any way for the Content hosted on HGC servers, or for the reliability of the transmission of data across or through HGC network. This includes, but is not limited to, any Content hosted in HGC Services that allow users to store e-mail address information, personal images, bookmarks, and contact information. You are solely responsible for backing up your Content and/or any of your files that reside on HGC managed and/or owned servers.



- 5) Due to the public nature of the Internet, all information should be considered generally accessible to the public and important or private information should be treated with care. HGC is not liable for protection or privacy of electronic mail or other information transferred through the Internet or any other network, which HGC or HGC customers may use.
- 6) Use of any Content obtained via HGC is at your own risk. HGC specifically denies any responsibility for the accuracy or quality of information obtained through the HGC Services.
- 7) Use of other organizations' networks or computing resources is subject to their respective permission and usage policies.
- 8) HGC reserves the sole and exclusive right to cancel your account with HGC and to terminate any Service, based on, but not limited to, you engaging in activities that: (i) encumber the CPU; (ii) require resource intensive processes, including the usage of resource intensive software applications or server-side scripts; (iii) require significant bandwidth (including involuntary DDoS attacks against you); or (iv) require significant disk space.
- 9) HGC reserves the right to deactivate your HGC Services upon any indication of credit problems, including, but not limited to, delinquent payments.
- 10) HGC has no obligation to monitor content or your use of HGC network. However, you agree that HGC has the right to monitor and investigate content and your use of HGC network electronically from time to time and to disclose any information as necessary to: (i) satisfy any law, regulation or other governmental request or to assist in the pursuit of any legal action against you; (ii) operate the HGC Services properly; (iii) ensure or enforce compliance with the Terms, including the AUP and the Privacy Policy; or (iv) protect HGC Service(s), Site or HGC subscribers.
- 11) HGC reserves the right to decide the content that is displayed on any and all domain parking pages that are hosted by HGC. A domain name is considered parked if HGC has registered or manages a domain name on your behalf, but you have not purchased or subscribed for any accompanying HGC Services that are connected to that domain name. You agree HGC may display any type of domain parking pages, without your prior consent, that HGC deem to be appropriate including, but not limited to, domain parking pages which may advertise other HGC Services provided by HGC or any wholly-owned and/or affiliated brands.
- 12) HGC maintains exclusive control and/or ownership of any and all Internet Protocol (IP) numbers that may be assigned to you and HGC reserves, in its sole and absolute discretion, the right to change or remove any and all such Internet Protocol numbers and addresses.
- 13) If HGC cancels your account(s) for any reason, you agree not to re-register with HGC without HGC prior written consent. In the event you re-register without HGC prior written consent, HGC will cancel your account(s) and all dues and fees paid to date will be forfeited regardless of whether the HGC Services have been rendered. Additionally, any amounts owed in arrears will be become immediately due and payable.



- 14) You will be held responsible for keeping all billing data for HGC accurate and up-to-date. Any misrepresentations you make in respect of any data and/or information supplied by you or on your behalf during the registration process will be grounds for termination your account. You acknowledge and agree that your use and continued use of the HGC Services are subject to periodic fraud screening techniques, that may include, but are not limited to, credit card address verification systems, fraud ranking scores, telephone number verification, SMS verification, photo ID and any other methods considered reasonable and acceptable in the industry.
- 15) You may only access servers by means of the Internet.
- 16) HGC may, as it determines in its sole and absolute discretion, terminate your account(s) immediately by giving notice in writing in the event that you present an abnormal risk of loss to HGC, other customers, or any third party, including, without limitation, incurring a significant amount of billable charges for which you have not been credit approved.
- 17) HGC reserves the sole and exclusive right to limit, at any time and without prior notice, the type and quantity of support provided to you for the HGC Services purchased. Support includes, but is not limited to, telephone, email, chat and any other medium deemed acceptable to HGC personnel.

6. ENFORCEMENT

If HGC becomes aware of any alleged violation of the Terms or the AUP, HGC may initiate an investigation. HGC may, at any and all times and in its sole and absolute discretion, during such an investigation, restrict your access to HGC Services or the Site in order to prevent any further possible unauthorized activity. Depending on the severity of the violation, HGC may, in its sole discretion, restrict, suspend, or terminate your account and pursue other legal or equitable remedies. You agree that monetary damages might not provide a sufficient remedy and you consent to injunctive or other equitable relief for such violations. If such violation appears to violate laws, regulations or the like, HGC may notify the appropriate regulatory or law enforcement agencies of such violation.

You acknowledge and agree that to the extent permitted by law, HGC, its affiliates, suppliers and agents may cooperate with: (i) regulatory agencies and law enforcement authorities in the investigation of suspected civil or criminal violations; and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this AUP. Such cooperation may include HGC providing the username, IP address or other identifying information about a user.

Although HGC has no legal obligation or present desire to monitor the HGC Services or the network, HGC reserves the right to monitor and investigate usage and content from time-to-time to operate the HGC Services; to identify violations of the Terms and AUP; and to protect the network and HGC customers.



Notwithstanding any of the above, HGC reserves the sole and exclusive right to terminate your access to any HGC Services, at any time for cause or without cause, as HGC determines in its sole and absolute discretion. If HGC terminates your access without cause, it will pro-rate and refund to you any fees that have been paid in advance of termination. If HGC terminates your access to any of the HGC Services as a result of a violation of the Terms or this AUP that causes HGC to incur any additional costs (e.g., network traffic, disk space, licensing charges, etc.), you acknowledge your responsibility to indemnify and reimburse HGC from fees paid in advance or future billing. Upon termination of the HGC Services, HGC may, in its sole and absolute discretion, delete any files, programs and data associated with your account and will have no obligation to return any such files, programs or data associated with your account. As noted above, you are responsible for maintaining back-ups of any such files, programs or data.