

Last Updated July 8, 2018

HostedBizz provides cloud computing services, data backup services, and support. While we believe the free and open exchange of ideas and products is a key tenet of business, there are some activities that are incompatible with HostedBizz's mission. This Acceptable Use Policy ("AUP") describes activities that are prohibited in connection with your use of the Services.

1. General

This Acceptable Use Policy ("AUP"), including the following list of prohibited activities, encourages the responsible use of the HostedBizz Services (the "Services") provided by HostedBizz Inc. and/or its Affiliates (collectively, "HostedBizz", "us" or "we"). The purpose of this AUP is to provide guidelines for your use of the Services that support compliance with applicable laws, rules and regulations.

2. Changed Terms

HostedBizz shall have the right at any time to change or modify the terms and conditions applicable to your use of the Services. Customer will be given 90 days' notice of such changes. Any use of the Services by you after such modifications shall be deemed to constitute acceptance by you of the changes.

3. User Conduct

This AUP is intended to protect the Services, employees and customers of HostedBizz, and any authorized end users of the Services from improper, inappropriate, abusive or illegal activity. When using the Services, it is your responsibility to comply with this AUP and to ensure that you are adhering to all applicable laws, rules, regulations, and 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.

Employees and customers of HostedBizz and any authorized end users of the Services are responsible for immediately reporting to HostedBizz any issue which could compromise the security or integrity of any user or system taking part in the Services.

4. Prohibited Uses of the Services

- (i) The Services may only be used for lawful purposes. Use of the Services for transmission, distribution, retrieval, or storage of any information, data, or other material in violation of any applicable law or regulation (including, where applicable any tariff or treaty) is

prohibited. This includes, without limitation, the use or transmission of any data or material protected by copyright, trademark, trade secret, patent, or other intellectual property right without proper authorization and the transmission of any material that constitutes an illegal threat, violates export control laws, or is obscene, defamatory, or otherwise unlawful.

(ii) Network and System Security Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples of system or network security violations include, without limitation, the following:

- a. Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- b. Unauthorized probing and/or scanning of any system without prior consent of the owner or system administrator. This includes, but is not limited to, "dictionary attacks" and/or attempts to harvest or verify email addresses.
- c. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- d. Interference with service to any user, host or network including, without limitation, mail-bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- e. Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
- f. Attempting to gain unauthorized access to, or attempting to interfere with or compromise the normal functioning, operation, or security of any network, system, computing facility, equipment, data, or information.
- g. Engaging in any activities that may interfere with the ability of others to access or use the Service or the Internet.

(iii) Sending Unsolicited Bulk Email ("UBE" or "spam"). The sending of any form of UBE through the Services is prohibited. Likewise, the sending of UBE from another service provider advertising a web site, landing page, email address or utilizing any HostedBizz resources, is prohibited. The Services may not be used to solicit customers from, or collect replies to messages sent from, another Internet Service Provider where those messages violate this AUP or terms of service of another provider.

(iv) Running Unconfirmed Mailing Lists. Subscribing email addresses, telephone numbers or social media accounts to any mailing list without the express and verifiable permission of the owner is prohibited. All mailing lists run by HostedBizz customers must be Closed-loop ("Confirmed Opt-in") and must establish consent for each intended use. The subscription confirmation message received from each owner must be kept on file for the duration of

the existence of the mailing list. Each owner must be provided with a simple procedure for withdrawal of consent.

- (v) Unauthorized attempts to gain access to an account or computer resource not belonging to you, and purposely altering or forging your identity. Sending any message or transmitting any electronic communication using a name or address other than your own for purposes of deception is prohibited. Impersonating someone else by altering your source IP address or by using forged headers or other identity information is prohibited. Fraudulently concealing, forging or otherwise falsifying your identity in connection with any use of the Services is prohibited.

5. Customer Responsibility for Customer's Users

Each HostedBizz customer is responsible for the activities of its users and, by accepting service from HostedBizz, is agreeing to ensure that its customers/representatives, customer users or end-users abide by this AUP. Complaints about customers/representatives, customer users or end-users of a HostedBizz customer will be forwarded to HostedBizz's customer administrator for action. If violations of the Policy occur, HostedBizz reserves the right to terminate the Services with or take action to stop the offending customer from violating this AUP as HostedBizz deems appropriate, with or without notice.

6. Security

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

- a) Gaining unauthorized access to, or attempting to compromise the normal functioning, operation or security of any network, system, computing facility, equipment, data or information.
- b) 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).
- c) Monitoring any data, information or communications on any network or system not owned by you without authorization.
- d) Gaining unauthorized access to the user accounts or passwords of other users of any system.
- e) Attempting to intercept, redirect or otherwise interfere with communications intended for others.
- f) Intentionally transmitting files or messages containing computer viruses or propagating worms, Trojan horses, or "spyware" programs.

7. Cooperation with Investigations

HostedBizz 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 HostedBizz and all end users of the Services are responsible for providing assistance to HostedBizz in such investigations as needed.

8. Notification of Violation

If you become aware of any violation of this AUP by any person, including downstream customers, end users or third parties, you must immediately notify HostedBizz via e-mail at info@HostedBizz.com, or through your designated Account Manager at HostedBizz.