

Acceptable Use Policy

From time to time LeoSpace may impose reasonable rules and regulations regarding the use of its services. Such rules and regulations are called Acceptable Use Policies (AUPs) and are posted on the Internet at <http://www.LeoSpace.com> The AUPs are not exhaustive and LeoSpace reserves the right to modify the AUPs at any time.

By registering for and using the services, and thereby accepting the terms and conditions of the Master Services Agreement or its equivalent, you agree to abide by the AUPs as modified from time to time. Any violation of the AUPs may result in the suspension or termination of your account or such other action as LeoSpace deems appropriate. An unlisted activity may also be a violation of the AUPs if it is illegal, irresponsible, or disruptive use of the Internet. No credits will be issued for any interruption in service resulting from policy violations.

VIOLATION OF ANY AUP IS STRICTLY PROHIBITED AND MAY RESULT IN THE IMMEDIATE TERMINATION OR SUSPENSION OF THE SERVICES YOU RECEIVE FROM LEOSPACE. YOU SHALL REMAIN SOLELY LIABLE AND RESPONSIBLE FOR YOUR USE OF THE SERVICES AND ANY AND ALL CONTENT THAT YOU DISPLAY, UPLOAD, DOWNLOAD OR TRANSMIT THROUGH THE USE OF THE SERVICES. "CONTENT" INCLUDES, WITHOUT LIMITATION, YOUR E-MAIL, WEB PAGES, PERSONAL HOME PAGES, AND DOMAIN NAMES. IT IS LEOSPACE'S POLICY TO TERMINATE REPEAT INFRINGERS. LEOSPACE RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE AT ANY TIME.

Customer Security Responsibilities

The customer is solely responsible for any breaches of security affecting servers/accounts under customer control. If a customer's server/account is involved in an attack on another server or system, it will be shut down/suspended and an immediate investigation will be launched to determine the cause/source of the attack. In such event, the customer is responsible for the cost to rectify any damage done to the customer's server and any other requirement affected by the security breach.

Violations of system or network security are prohibited, and may result in criminal and civil liability. LeoSpace may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

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.

Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.

Interference with service to any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks.

Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting.

Violators of the policy are responsible, without limitations, for the cost of labor to clean up and correct any damage done to the operation of the network and business operations supported by the network, and to respond to complaints incurred by LeoSpace. Such labor is categorized as emergency security breach recovery and is currently charged at Rs 1000/- per hour required. LeoSpace is concerned with the privacy of online communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, LeoSpace urges its customers to assume that all of their online communications are insecure. LeoSpace cannot take responsibility for the security of information transmitted over LeoSpace's facilities.

Password Protection

The customer is responsible for protecting customer's password and for any authorized or unauthorized use made of customer's password. The customer will not use or permit anyone to use LeoSpace's service to guess passwords or to access other systems or networks without authorization. LeoSpace will fully cooperate with law enforcement authorities in the detection and prosecution of illegal activity.

Internet Etiquette

The customer is expected to be familiar with and to practice good Internet etiquette (Netiquette). The customer is not permitted to post any material that is illegal, libelous, tortuous, indecently depicts children or is likely to result in retaliation against LeoSpace by offended users. LeoSpace reserves the right to refuse or terminate service at any time for violation of this section. This includes advertising services or sites via IRC or USENET in clear violation of the policies of the IRC channel or USENET group.

Copyright Infringement - Software Piracy Policy

The LeoSpace Network, servers and services provided by LeoSpace may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or other intellectual property rights.

Making unauthorized copies of software is a violation of the law, no matter how many copies you are making. If you copy, distribute or install the software in ways that the license does not allow, you are violating federal copyright law. If caught with pirated software, you or your company may be liable under both civil and criminal law.

LeoSpace will cooperate fully with any civil and/or criminal litigation arising from the violation of this policy.

Network Responsibility

Customers have a responsibility to use the LeoSpace network, servers responsibly. This includes respecting the other customers of LeoSpace. LeoSpace reserves the right to suspend and or cancel service with any Customer who uses the LeoSpace network in such a way that adversely affects other LeoSpace customers. This includes but is not limited to:

Attacking or attempting to gain unauthorized access to servers and services that belong to LeoSpace or its customers (i.e. computer hacking), and/or

Participating in behavior which result in reprisals that adversely effect the LeoSpace network or other customers' access to the LeoSpace network.

LeoSpace will react strongly to any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include, but are not limited to, "Internet Scanning" (tricking other people into releasing their passwords), password robbery, security hole scanning, port scanning, etc. Any unauthorized use of accounts or computers by a LeoSpace customer, whether or not the attacked account or computer belongs to LeoSpace, will result in severe action taken against the attacker. Possible actions include warnings, account suspension or cancellation, and civil or criminal legal action, depending on the seriousness of the attack. Any attempt to undermine or cause harm to a server, or customer, of LeoSpace is strictly prohibited.

Lawful Purpose

All services may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any applicable law, regulation, or AUP is prohibited. This includes, but is not limited to: copyrighted material or material protected by trade secret and other statute or dissemination of harmful or fraudulent content.

Using any LeoSpace service or product for the purpose of participating in any activity dealing with subject matters that are prohibited under applicable law is prohibited.

Any conduct that constitutes harassment, fraud, stalking, abuse, or a violation of federal export restriction in connection with use of LeoSpace services or products is prohibited. Using the LeoSpace network to solicit the performance of any illegal activity is also prohibited, even if the activity itself is not performed. In addition, knowingly receiving or downloading a file that cannot be legally distributed, even without the act of distribution, is prohibited.

Servers hosted within LeoSpace network are open to the public. You are solely responsible for your usage of the LeoSpace network and servers and any statement you make on servers hosted within the LeoSpace network may be deemed "publication" of the information entered. Acknowledging the foregoing, you specifically agree not to use our service in any manner that is illegal or libelous.

Pornography on the Internet

Pornography and sex-related merchandising are prohibited on all servers. This includes sites that may infer sexual content, or link to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the internet. Links to such materials are also prohibited.

Customers are ultimately responsible for the actions of their clients over the LeoSpace network, and will be liable for illegal material posted by their clients.

Unsolicited Commercial Email/Unsolicited Bulk Email (UCE/UBE)

Unsolicited commercial email (UCE) is defined by LeoSpace as any electronic communication (e-mail, ICQ, IRC, Instant Messenger, etc...) sent for purposes of distributing commercial information of any kind, soliciting the purchase or sale of products or services or soliciting any transfer of funds to a recipient who has not agreed to receive such communication.

Unsolicited bulk e-mail (UBE) is defined by LeoSpace as any electronic communication (e-mail, ICQ, IRC, Instant Messenger, etc...) to multiple recipients who have not agreed to receive such communication.

Use of the LeoSpace network, servers or services to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited, as is hosting web sites or services on a server which are advertised in any UCE/UBE. LeoSpace also prohibits the sending of any fraudulent, malicious, harassing, false or misleading electronic communications, including, without limitation, chain letters, pyramid schemes, or e-mails with forged headers. Posting off-topic advertisements to Usenet discussion groups, ICQ, Instant Messenger, etc., is also expressly prohibited. Additionally, LeoSpace customers are expressly prohibited from sending any UCE/UBE from our network or any email from another network that in any way references a document, image, or Web site that resides on the LeoSpace network or in one of our data centers. Violations of this type may result in the termination of the offending LeoSpace account. Our customers are ultimately responsible for any violations of the AUP by their clients, and any violation of the AUP by a client of a LeoSpace customer shall be deemed a violation of the AUP by such LeoSpace customer.

Customers whose actions directly or indirectly result in LeoSpace IP space being listed in any of the various abuse databases may be subject to having the offending domain(s), server(s), or user(s) immediately removed from our network. In addition, if LeoSpace in its sole discretion determines that a customer is in violation of our AUP, LeoSpace may, at its sole discretion, restrict, suspend or terminate a customer's account. LeoSpace will, in most cases, attempt to contact a customer prior to suspension or termination of a server(s), but can not guarantee prior notification. Any server suspended or terminated for AUP violations will be reconnected only after the customer agrees to cease all activities that violate the LeoSpace AUP and

pays all applicable reconnect fees and related charges. Any server suspended a second time for AUP violations WILL be immediately and permanently removed from our network.

Customers that LeoSpace determines in its sole discretion to be in violation of the LeoSpace AUP may be subject to additional fees or fines including, without limitation, any applicable reconnect fees.

Violation of LeoSpace's UCE/UBE policy may be reported to abuse@LeoSpace.com.

Domain Forwarding/Redirection

Our redirection services allows subscriber to redirect/forward their domain name to any other Webspaces Address/URL (including Sub-directories & IP Addresses). You (subscriber) acknowledge and agree that Subscriber is responsible for any Web and Email Redirection/Forwarding set and will be responsible for any mis-use and claim made by any parties. LeoSpace (and related companies) are not responsible and liable to any such claims of mis-use and loss incurred (or of any other nature) by any party (including any third party).

IRC

LeoSpace do not allow IRC or IRC bots to be operated on LeoSpace servers.

Billing

You hereby agree that the charges that you are required to pay for the Services shall include the applicable taxes and duties and that we are entitled to recover from you all the charges that ought to have been recovered for Services rendered to You as per this clause, but have not so recovered.

Suspension

If LeoSpace in its sole discretion determines that a customer's server/account has become the source or target of any violation concerning the LeoSpace Acceptable Use Policy (AUP), LeoSpace reserves the right to suspend network access to that server. While LeoSpace will attempt to contact the customer before suspending network access to the customer's server(s)/Account(s), prior notification to the customer is not assured. In certain cases, LeoSpace will contact law enforcement and other agencies regarding these activities. Customers are responsible for all charges, as well as any fees relating to the investigation, suspension, administration and handling of their servers before, during and after the suspension period.

Cancellation

LeoSpace reserves the right to cancel service at any time. If inappropriate activity is detected, all accounts of the customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. All fees paid in advance of cancellation will be prorated and paid by LeoSpace if LeoSpace institutes its right of cancellation. Any violation of policies which results in extra costs will be billed to the customer (i.e. transfer, space etc.).

Indemnification

LeoSpace wishes to emphasize that in signing the Master Service Agreement or its equivalent or by accessing/using any of the services offered by LeoSpace, customer indemnifies LeoSpace for any violation of the Master Services Agreement or its equivalent, law or AUP that results in loss to LeoSpace or the bringing of any claim against LeoSpace by any third-party. This means that if LeoSpace is sued because of a customer's or a customer of a customer's activity, the customer will pay any damages awarded against LeoSpace, plus costs and reasonable attorney's fees.

Disclaimer of Responsibility

LeoSpace is under no duty to look at each customer's or user's activities to determine if a violation of the AUPs has occurred, nor do we assume any responsibility through our AUPs to monitor or police Internet-related activities. LeoSpace disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person's or party's violation of this policy.

All Sub-Networks, resellers and managed servers of LeoSpace must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate Cancellation.

INDIRECT OR ATTEMPTED VIOLATIONS OF THE AUPs AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON YOUR BEHALF, SHALL BE CONSIDERED VIOLATIONS OF THESE AUPs BY YOU.