Acceptable User Policy

A. This Acceptable User Policy ("AUP") governs the usage of services of RackBank ("Services") pursuant to the Master Services Agreement between RackBank and the Customer. The terms not specifically defined herein shall have the meanings ascribed to them in the Master Services Agreement.

B. This AUP shall be incorporated by reference into each contract entered by RackBank with its Customer for availing the Services. In addition, this Policy shall also be incorporated by reference into the Master Service Agreement

C. This AUP helps and protects the Customer. Availing of Services by the Customer constitutes acceptance of this AUP.

D. All hosting services provided by RackBank shall be used by the Customer for lawful purposes only, and as per the applicable laws (including but not limited to privacy laws). Transmission, usage, storage, or presentation of any information, data or material in violation of applicable laws including the 'banned contents' is strictly prohibited. The 'banned contents' include, but are not limited to:-

1. **Illegal Material** - Includes illegally exploited copyrighted works, commercial audio, video, or music files, and any material that violates any applicable law or regulation of any country, and any material that is perceived to be misleading in any manner.
2. **Warez** - Includes, but is not limited to, pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing and the like, and encrypting of any of the above. It also includes any sites which provide "links to" or "how to" information about such material.
3. **HYIP** - HYIP sites, or sites that link to or have content related to HYIP sites.
4. **Proxy** - Any proxy set-ups or connections or any sort of activity through remote proxy connections on our hosting and/or in relation to our Colocation services.
5. **IRC Hosts** – (Hosting an IRC server that is part of or connected to another IRC network or server) Servers, found to be (1) connecting to or (2) part of these networks;
6. **Defamatory content** - any website content that makes a false claim, expressively stated or implied to be factual, or that may give an individual, business, product, services, group, government or nation a negative image.
7. **Bit Torrent** - Use of software and scripts for "bit torrents" including sending or receiving files using these mechanisms.

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Email: admin@rackbank.com **| Website:** www.rackbank.com

E. Adult Content

RackBank does not allow pornographic/child pornography or sexually-explicit images or any pictures/ video which are obtained illegally to be hosted on its servers.

F. Undertaking of the Customer

The Customer agrees and undertakes that;

1. Any attempt to undermine or cause harm to any of the servers of RackBank is strictly prohibited. RackBank shall take no responsibility for the use of its clients' accounts by the Customer.

2. In case of abuse of the resources provided by RackBank, in any way, RackBank reserves the unqualified right to immediately deactivate the Customer's account, without refund.

3. Denial of Service (DOS) attacks directed at RackBank, or any attempt to launch a DOS attack from RackBank servers are strictly prohibited. All infractions and or suspected infractions will be vigorously investigated and may result in immediate termination of Customer's account.

4. In case the Customer is, in any way, disrespectful towards any member of RackBank or its staff, RackBank shall have full right to terminate Customer's account with it, without any refund.

5. RackBank will use reasonable efforts to protect server for its clients / Customer, The Customer is solely responsible for making back-up files in connection with its use of the Services.

6. Client shall be responsible for any misuse of its Server/account, and it must take steps to ensure that others do not gain unauthorized access to its Server/account. It shall not use its account to breach the security of another account or server or attempt to gain unauthorized access to another network or server.

7. RackBank will use commercially reasonable efforts to resolve all Incidents as soon as reasonably possible, but does not make any representations or warranties as to the timeliness of the resolution of any Incident.

8. Its password provides access to its account, and it is responsible to keep its password secure.

9. Sharing its password and account access with unauthorized users is strictly prohibited. It will take care and prevent others from using its account. It will be responsible for all consequences of others using its account.

10. Attempting to obtain another user's account password is strictly prohibited, and will result in termination of Services.

11. It shall adopt adequate security measures to prevent unauthorized use of its account.

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12. It shall not attempt to circumvent user authentication or security of any host, network or account which includes but is not limited to accessing data not intended for it, logging into or making use of a server or account. It is not expressly authorized to access, or probe the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Such tools shall include but are not limited to password guessing programs, cracking tools or network probing tools.

13. It shall not attempt to interfere with services provided to any user, host or network or carry out DOS attacks which includes but is not limited to "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

14. Users who violate systems or network security may incur criminal or civil liability. RackBank will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

15. It shall complete its own tests for computer viruses in accordance with best computing practice prior to each and every operational use of the Services.

G. Materials and Products

1. RackBank shall exercise no control whatsoever over the content of the information passing through the network or on the Customer's websites.

2. Use of any information obtained by way of RackBank is at the Customer's own risk, and RackBank specifically denies any responsibility for the accuracy or quality of information obtained through its services

3. Connection speed represents the speed of connection to RackBank and does not represent guarantees of available end to end bandwidth. RackBank can only guarantee within its controlled network, availability of bandwidth to Customer's subscribed Committed Information Rate".

4. RackBank is under no obligation to edit, review or modify the contents of the Customer's website. However, RackBank reserves the right to remove any content on the Customer's website without notice. For the avoidance of doubt, RackBank shall not pro-actively monitor messages that are posted on the sites managed by RackBank, but it reserves the right to remove such messages at its sole discretion, without notice to the Customer.

5. The Account of the Customer found to be using the Services for any of the purposes contained in Clause (D) (1), above, shall be terminated without any notice.

6. The first offence committed by the Customer in respect of Proxy as set out in Clause D (4), above, will result in immediate suspension of their account. A second violation by the Customer in this regard will result in immediate termination of its account.

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7. Servers found to be (1) connecting to, or (2) part of, another IRC network or server will be immediately removed from RackBank network, without notice. Such servers will not be reconnected to the network until such time that all traces of the IRC server are completely removed, and the Customer allows access to its server to confirm that the content has been completely removed.

H. Indemnity

1. The Customer agrees that it shall fully and effectively defend, indemnify, save and hold RackBank harmless from any and all demands, liabilities, losses, costs, actions, proceedings, expenses (including legal expenses), liabilities and/or claims, howsoever suffered or incurred directly or indirectly by RackBank, its agents, officers and employees, that may arise or result from any acts or omissions of the Customer, its agents, employees or assigns (1) in connection with their use of the Services, and/or (2) as a consequence of the Customers breach or non-observance of its   obligations set out in this AUP.

2. The Customer shall defend and pay all costs, damages, awards, fees (including legal expenses) and judgments awarded against RackBank arising from breach or breaches of its obligations set out in this AUP. RackBank may in its absolute discretion defend such claims and may compromise such claims without the consent of the Customer. The Customer shall provide RackBank with the assistance necessary, or as required by RackBank, to defend such claims, at the Customer's sole expense.

I. Network Misuse

1. All clients are allowed access to the public network and IP; however, misuse of the network and IP in any way, including interference, will result in a violation of this AUP. All violations of this AUP shall be subject to review by RackBank Datacenters, and an appropriate course of action shall be taken as determined by RackBank Datacenters in its sole discretion. Proper use of public network and IP must comply with all local, state, and Indian IT laws. Clients assume full liability for all content which they place on the server. Content displaying or transferring acts of copulation or exposed genitalia is prohibited, regardless of context. Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting is deemed a violation of this AUP.

2. RackBank assigns Customer an Internet Protocol address for Customer's use, and to make server/service/Device accessible from public network, which hosted in RackBank datacenter, IPs provided by RackBank to the Client, for the same duration of service given by RackBank to Client, Any activity performed by client or client's client or people/company of client, The Client will solely responsible.

3. RackBank is providing IP for serving services to customers/clients/individuals/companies, and we are not responsible for any activity performed via allocated IPs.

J. Monitoring Policy

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RackBank Datacenter does not actively monitor the content on its servers. Dedicated server content will only be reviewed upon complaint. Content that does not violate local, state and Indian IT law or this AUP or the Terms of Service is deemed in compliance and shall remain intact. If content is deemed to be in violation of this AUP or the Terms of Service, it shall be reviewed by RackBank Datacenter, and a course of action shall be taken to correct the problem, which may result in termination of the account or service.

To ensure lawful and valid use of RackBank IP Addresses, RackBank will continuously make efforts to monitor and keep tracks of network connection logs of all their TCP/IP Connections and IP addresses allotted to customers as per new regulations.

K. Business Risk And Losses

You agree and acknowledge that the Services provided by us have Inherent Business Risk and such Inherent Business Risk may be beyond our control, and you may incur losses including but not limited to direct and indirect losses. We will not be liable, in whatever manner, for any losses incurred by you due to the foregoing. You hereby assume all risks arising out of the provision of the Services to you, your agents (including contractors and sub-contractors) or employees and shall indemnify, defend and hold harmless the Indemnified Parties from any and all Claims and/or Losses, caused by or arising in connection with any use or abuse of the same.

L. Your Obligations

1. We shall not be held responsible for any security breach resulting due to your failure to implement and/or comply with security measures or due to any other cause, which in our opinion is beyond our control. All and any liability(ies) arising out of or in connection with such security breach shall be solely and totally borne by you, and neither you, nor your representatives having gained access to your Customer Account or any Third Party gaining unauthorized access to your Customer Account shall have any Claims against us for such liabilities

2. You shall defend, indemnify and hold harmless, us, our Affiliates, or any of our respective employees, agents or suppliers ("Indemnified Parties"), from and against any and all Claims and/or Losses arising out of or attributable, whether directly or not, to such security breach.

3. Backup of Customer data: Client should take appropriate action to secure, protect and backup the Data including programs, data, software and any other Customer Data. We shall not be under any obligation, while providing the Services to the Customer, under these Terms, to maintain any copy, Client remain responsible to ensure that adequate backup is taken by Client and to test the accuracy of such back up of Customer Data. We shall not be responsible for the same.

M. Usage Policy

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1. Spamming via third-party proxy, aggregation of proxy lists, or installation of proxy mailing software. Configuration of a mail server to accept and process third-party messages for sending without user identification and authentication. Hosting web pages advertised within "spam e-mail" sent from another network ("spamvertising"). Hosting web pages or providing services that support spam. Any other unsolicited bulk messages, postings, or transmissions through media such as weblog posts, IRC/chat room messages, guestbook entries, HTTP referrer log entries, Usenet posts, pop-up messages, instant messages, or SMS messages. Instructing others in any activity prohibited by this AUP.

2. If any Customer or any Third Party User that is a customer of our Customer uses RackBank Datacenter Services, RackBank Datacenter Network or its physical infrastructure in a manner that causes RackBank Datacenter to be "blacklisted" or blocked, RackBank Datacenter reserves the right to (i) suspend permanently or terminate RackBank Datacenter Services of such Customer and/or (ii) suspend permanently or terminate the access to RackBank Datacenter Services, RackBank Datacenter Network or its physical infrastructure by such Third Party User. Operating RackBank Datacenter Service on behalf of, or in connection with, or reselling any service to persons or firms listed in the Spamhaus Register of Known Spam Operations database at www.spamhaus.org shall constitute a violation of this AUP.

3. Block Removal – If, as a result of a Customer's actions, RackBank Datacenter's mail servers or IP address ranges are placed on black hole lists or other mail filtering software systems, RackBank Datacenter shall charge the Customer $100 upfront and $100 per hour thereafter for any necessary remedial actions.

4. IP Allocation: RackBank Datacenter owns each IP address that it assigns to a Customer. A Customer shall not use IP addresses that were not assigned to it by RackBank Datacenter. RackBank Datacenter reserves the right to suspend the network access of any server utilizing IP addresses outside the assigned range.

5. IRC Policy: Customers may not operate and maintain IRC servers which connect to global IRC networks such as Undernet, EFnet and DALnet. Use of IRC plug-ins, scripts, add-ons, clones or other software designed to disrupt or deny service to other users is prohibited. Harassing or abusive IRC activity is expressly prohibited under the AUP, including (i) disruption or denial of service or (ii) the use or joining of "botnets" or the use of IRC BNC's or other proxy and re-direction software. If a Customer's IRC servers are frequently compromised or attract denial of service or distributed denial of service attacks that disrupt or denies service to other Customers or users, RackBank Datacenter may null-route, filter, suspend, or terminate that Customer's service.

6. Usenet Policy: Usenet posts and content must conform to standards established by the Internet community and the applicable newsgroup charter. RackBank Datacenter reserves the right to determine whether such posts violate the AUP.

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7. No VPN Policy: We don't allow VPN service providers to host their services on our infrastructure

8. Send unsolicited commercial messages or communications in any form ("SPAM")Receive complaints from cybercrime, About violations and/or fraud, Any activity which is prohibited as per the Indian IT act, Engage in any activities or actions that infringe or misappropriate the intellectual property rights of others, including, but not limited to, using or distributing third party information protected as a trade secret information in violation of a duty of confidentiality, using third party copyrighted materials without appropriate permission, using third party trademarks without appropriate permission or attribution;

9. Engage in any activities or actions that would violate the personal privacy rights of others, including, but not limited to, collecting and distributing information about Internet users without their permission, except as permitted by applicable law;

10. Send, post or host harassing, abusive, pornographic, libelous or obscene materials, or assist in any similar activities related thereto; Intentionally omit, delete, forge or misrepresent transmission information, including headers, return mailing and Internet protocol addresses;

11. Engage in any activities or actions intended to withhold or cloak Customer's or its Users; identity or contact information;

12. Use the RackBank connectivity services for any illegal purposes, in violation of any applicable laws or regulations or in violation of the rules of any other service providers, websites, chat rooms or the like assist or permit any persons in engaging in any of the activities described above.

N. Violations of AUP

RackBank Datacenter may enforce this AUP, with or without notice to a User, by any action it deems reasonable, in its sole discretion. In addition to the remedial provisions provided elsewhere in this AUP, RackBank Datacenter may:

- Disable access to a User's content that violates this AUP.
- Suspend or Terminate a User's access to RackBank Datacenter Services, RackBank Datacenter
- Network or its physical infrastructure.
- Remove DNS records from Servers.
- Block mail or any other network service.

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● Effect IP address null routing.
● Take legal action against a User to enforce compliance with this AUP.

Reporting Violations

If there is a violation of this AUP, direct the information to the Abuse Department at **legal@RackBank.com** or via postal mail to:

RackBank Datacenter First Floor,
Crystal IT Park, Indore, India

If available, please provide the following information:

1. The IP address used to commit the alleged violation.
2. The date and time of the alleged violation, including the time zone or offset from GMT.
3. Evidence of the alleged violation**:** E-mail with full header information provides all of the above, as do system log files. Other situations will require different methods of providing the above information.
4. RackBank Datacenter may take anyone or more of the following actions in response to complaints: Issue written or verbal warnings.

   ● Suspend the User's newsgroup posting privileges.
   ● Suspend the User's account.
   ● Terminate the User's account.
   ● Bill the User for administrative costs and/or reactivation charges.
   ● Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

If any infrastructure in a manner that exposes RackBank Datacenter to potential liability, as reasonably determined by RackBank Datacenter, RackBank Datacenter may suspend permanently or terminate the access to RackBank Datacenter Services, RackBank Datacenter Network or its physical infrastructure by such User.

P . Amendment

This agreement may be modified at any time by Rackbank for any reason or in order to comply with any local, national or international laws, rules or regulations, with notice of such modification to client, which notice may be sent to client by e-mail, fax, or regular mail.