



# Acceptable Use Policy (AUP)

*Last Updated: 09/22/08*

By submitting an online order form, or by using Big Host Africa's service, Customer hereby agrees to the following Acceptable Use Policy (AUP). Customer agrees that it shall comply with and require its end users to comply with this AUP, Big Host Africa's Terms of Service (TOS), Big Host Africa's No-Spam Policy (NSP), and Big Host Africa's Privacy Policy. In this document, the word "Agreement," with a capital "A," refers to the TOS, the AUP, the NSP, and the Privacy Policy collectively.

## **1. Introduction, Purpose, and General Terms.**

### **1.1.**

This Web site gives you the ability to learn about Big Host Africa and its products and services as well as the ability to access our network and services ("Big Host Africa Services"). By using this site, and any other sites or services owned, operated, or provided by Big Host Africa, you signify your agreement to the terms, conditions and notices of this policy. "You" when used in the Agreement shall mean the Big Host Africa Customer of record and that Big Host Africa Customer's end users.

### **1.2.**

This Acceptable Use Policy is used in conjunction with the terms of service (TOS), the No-Spam Policy (NSP), and the Privacy Policy. Violating any of these policies and agreements grants Big Host Africa the authority to take action to restrict or terminate your access to Big Host Africa Services. Big Host Africa reserves the right, at its sole discretion, to update or revise this policy, any other policy or statement on any Big Host Africa Web site, and any product offerings or programs described on any Big Host Africa Web site. Please check back periodically to review any changes to this policy.

### **1.3.**

This document sets forth the principles, guidelines and requirements of the Acceptable Use Policy of Big Host Africa ("Company") governing the use by the Customer ("Customer") of the Company's services and products ("Services and Products"). The purpose of Big Host Africa's Acceptable Use Policy (the AUP) is to comply with all international, federal, state, and local laws and to protect the network security, network availability, physical security, Customer privacy, and other factors affecting the services provided by Big Host Africa. Big Host Africa reserves the right to impose reasonable rules and regulations regarding the use of its services provided to all Customers and such rules and regulations are subject to change. Such rules and regulations are located on the Internet.

1.4.

In order to maintain an informative and valuable service that meets the needs of the users of this site and Big Host Africa Services, the rules in this AUP have been established to protect against abuse. The AUP is not an all-inclusive, exhaustive list and Big Host Africa reserves the right to revise, amend, or modify the AUP at any time as needed, effective upon either the posting of the revised, amended, or modified AUP to our website or notification to the Customer via e-mail to the e-mail address of Customer as set forth in the Service Descriptions.

1.5.

Any violation of the AUP may result in the suspension or termination of your account or such other action, as Big Host Africa deems appropriate. No credits will be issued for any interruption in service resulting from violations of the AUP.

1.6.

VIOLATION OF ANY SECTION OF THE AUP IS STRICTLY PROHIBITED AND MAY RESULT IN THE IMMEDIATE TERMINATION OR SUSPENSION OF THE SERVICES YOU RECEIVE FROM BIG HOST AFRICA.

1.7.

Any questions or comments regarding the AUP should be directed to Big Host Africa by e-mail to the following e-mail address [cs@bighostweb.com](mailto:cs@bighostweb.com), for issues concerning the AUP.

## **2. General Prohibitions.**

2.1.

You may not use this site or Big Host Africa's Services for any purpose that is unlawful or in any manner that could damage, disable, overburden or impair the operation of this site, the Big Host Africa Network, or Big Host Africa's Services, or any other party's use or enjoyment of this site, the Big Host Africa Network, or Big Host Africa's Services.

2.2.

Adult Content Prohibited.

2.2.1.

Adult-oriented sites demand special system, network, and bandwidth requirements. Big Host Africa does not accommodate those extraordinarily large requirements in its standard shared, e-commerce, reseller, and semi-dedicated hosting plans. Therefore you may not use Big Host Africa's services for adult-oriented and pornography sites. This includes sites that may include sexual content, or links to adult content elsewhere.

2.2.2.

Where allowed by applicable law, Big Host Africa does not prohibit you from posting a static Web page that meets **all** of the following criteria:

- the page merely advertises an adult service and provides information about how to contact the service *offline*, i.e., by telephone, facsimile, or postal mail and not via a link from a Web site that uses Big Host Africa's services;
- the page does not display any sexually explicit content and does not link to any Web page or site displaying any sexually explicit content; and
- the page does not require a user to log in with a username or password to access any of the Web site's content. 2.2.3. In some jurisdictions, even the notice and advertisement of adult-oriented services may be illegal. It is your sole responsibility to learn the laws that govern what you are and are not allowed to post on your Web site. As part of your agreement with Big Host Africa, you must comply with all such applicable laws.

However, Big Host Africa cannot and does not advise you or make any recommendations to you about the existence of any such laws in a particular jurisdiction. Nor does Big Host Africa advise you about how to comply with any such laws. Furthermore, laws vary throughout the United States of America and all over the world, so you should contact your legal advisor for more information and specific recommendations concerning the kinds of online materials that are legal in your region. 2.2.4. If you use Big Host Africa's service to publish any content that any applicable law deems "harmful," "inappropriate," or "unsuitable" for minors (persons under 18 years of age), then you must provide appropriate protection to prevent minors from accessing that content. Such protection is your sole responsibility because Big Host Africa does not censor the content of your Web sites and pages. 2.2.5. If you have a reseller account with Big Host Africa, you may not resell our hosting services to any clients or customers that sell adult content. 2.2.6. You may not use Big Host Africa's services to sell or solicit sales for any of the following items, products or services because they are or may be illegal in one or more jurisdictions where Big Host Africa's services are offered, or where they can be viewed through Big Host Africa's services:

- Online pornography or adult content for which a viewer must subscribe to access it,
- Adult content-related products or services (including X-rated videos, pictures, etc. especially of individuals under 18 years of age), and
- Obscene materials, as defined by law. If we find any of your sites (or any of the sites of your customers, if you have a reseller account) to be selling any of the prohibited products or services, the offending accounts shall be subject to immediate account termination.

### **3. Compliance with Law.**

Customer shall not use Big Host Africa's Service or any other service or network to post, upload, transmit, retransmit, store, distribute or facilitate the distribution of any content, including without limitation text, communications, software, images, sounds, data, or other information that, in Big Host Africa's sole discretion:

#### 3.1.

violates, attempts to violate, or helps any third party to violate any local, state, federal, international, or non-United States law, ordinance, or regulation,

3.2.

is threatening, obscene, indecent, pornographic, abusive, harassing, libelous, defamatory, deceptive, fraudulent, invasive of another's privacy, tortious, inaccurate, or that otherwise could adversely affect any individual, group or entity (collectively, "Persons"),

3.3.

threatens or encourages bodily harm or destruction of property,

3.4. harms any person,

3.5.

victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, sex, sexual orientation, race, ethnicity, national origin, immigration status, age, disability, or any other reason,

3.6.

is posted in violation of a newsgroup charter,

3.7.

contains viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer,

3.8.

violates any terms or conditions of any other network access provider or Internet service provider,

3.9.

violates the rights of any person, including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations including, but not limited to, the installation or distribution of "pirated" information content or data or other software products that are not appropriately licensed for use by Customer. Customer shall be responsible for determining what laws or regulations are applicable to its use of the Services and Products,

3.10.

adds, removes, or modifies identifying network header information in an effort to deceive or mislead any person. Additionally, attempting to impersonate any person by using forged headers or other identifying information is prohibited. However, the use of anonymous remailers or nicknames does not by itself constitute impersonation, unless such use is made with the intent to deceive, defraud, or mislead any person or to violate any applicable laws or regulations,

3.11.

collects, attempts to collect, or helps any third party to collect personal information about third parties without their knowledge or consent or in a manner that violates applicable laws concerning privacy,

3.12.

has a negative effect on Big Host Africa or its network (including, without limitation, overloading servers on the Big Host Africa Network; causing portions of the Big Host Africa Network to be blocked by other network providers; generating unresolved third party complaints or complaints which, in the discretion of Big Host Africa, impose an unreasonable administrative burden on Big Host Africa; etc.), or

3.13

violates the prohibition on terrorist content and activities described below. Terrorist Content Prohibited.

3.13.1. The United States Homeland Security Act of 2002 defines “terrorism” as “any activity that—

(A) involves an act that—

(i) is dangerous to human life or potentially destructive of critical infrastructure or key resources; and

(ii) is a violation of the criminal laws of the United States or of any State or other subdivision of the United States ; and

(B) appears to be intended—

(i) to intimidate or coerce a civilian population;

(ii) to influence the policy of a government by intimidation or coercion; or

(iii) to affect the conduct of a government by mass destruction, assassination, or kidnapping.”

(Pub. L. 107-296 (2002) § 2(15)).

3.13.2. You may not use Big Host Africa’s services to do any of the following acts by any means:

3.13.2.1. engage in terrorism,

3.13.2.2. solicit any other individual or organization to engage in terrorism,

3.13.2.3. conspire with any other individual or organization to engage in terrorism,

3.13.2.4. help any other individual or organization to engage in terrorism, or

3.13.2.5. knowingly engage in commerce with any of the following individuals or organizations

3.13.2.5.1. those persons listed in the Annex to the Executive Order No. 13225 of President George W. Bush (September 25, 2001) (referred to in this AUP as “the Executive Order”), as it may be amended from time to time, a copy of which is available online at the following Web page:

<http://www.ustreas.gov/offices/enforcement/ofac/legal/eo/13224.pdf>

3.13.2.5.2. foreign persons that the Secretary of State of the United States of America has determined have committed or pose a significant risk of committing acts of terrorism against the United States or its people;

3.13.2.5.3. businesses and organizations that the Secretary of State of the United States of America has determined are owned, controlled by, or acting on behalf of terrorists or persons suspected of terrorism; and

3.13.2.5.4. persons whom the Secretary of the Treasury of the United States of America , in consultation with the Secretary of State and the Attorney General of the United States of America , has determined are:

3.13.2.5.4.1. helping terrorists or suspected terrorists by giving them money, material, or technology; or

3.13.2.5.4.2. associated otherwise with terrorists or suspected terrorists.

3.13 .2.5.5. transactions that avoid or attempt to avoid the prohibitions of the Executive Order; and

3.13 .2.5.6. conspiracies to violate the Executive Order;

3.13.2.6. knowingly engage in transactions or dealings in money, goods, or services with terrorists, suspected terrorists, or terrorist organizations; or

3.13.2.7. make donations to terrorists and suspected terrorists.

3.13.3. While Big Host Africa is not giving you legal advice or a consulting recommendation about how to comply with this no-terrorism policy or with the applicable laws that prohibit terrorism in the United States of America or in other countries, you may find the following general strategies helpful in complying with these requirements.

3.13.3.1. Verify the identity of any person who wants to buy goods, services, or information through your Web site. This includes, but is not limited to, the resale of hosting services if you

have a reseller account with Big Host Africa.

3.13.3.2. Check the names of any persons or organizations attempting to buy from your Web site against the Annex in the Executive Order.

3.13.3.3. Work with the company that provides transaction payment and fraud-prevention services for your e-commerce Web sites. The provider may be able to automate the identity checking for you.

#### **4. System and Network Security.**

Violations of system or network security are strictly prohibited, and may result in criminal and civil liability as well as termination of services from Big Host Africa. Big Host Africa investigates all incidents involving such violations and will cooperate with law enforcement if a violation of the criminal law is suspected.

You are responsible for any misuse of your account, even if a friend, family member, guest, agent, or employee committed the inappropriate activity while using your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach the security of another Big Host Africa account or attempt to gain unauthorized access to another network or server.

Examples of system or network security violations include, without limitation, the following:

4.1.

Introduction into the network or server of any malicious program (examples: viruses, worms, Trojan Horses, logic bombs, and other executables intended to inflict harm).

4.2.

Introduction into the network or server of any self-extracting file or program containing any malicious program as specified in Section 4.1 of this AUP.

4.3.

Introduction into the network or server of any data, parameter, configuration, template, or control files for software applications that contain destructive macros or other malicious code.

4.4.

Introduction into the network or server of any encrypted or compressed file or archive such as .zip or .gz files that contains any malicious program as specified in paragraphs 4.1 through 4.3 of this AUP.

4.5.

Effecting security breaches or disruptions of Internet communication and/or connectivity. Security breaches include, but are not limited to, accessing data of which the Customer is not

an intended recipient, logging into a server or account that the Customer is not expressly authorized to access, or exceeding the access to a server or account that has been granted to the Customer. For purposes of this section, "disruption" includes, but is not limited to port scans, flood pings, email-bombing, packet spoofing, IP spoofing, and forged routing information.

4.6.

Executing any form of network activity that will intercept data not intended for the Customer.

4.7.

Circumventing user authentication or security of any host, network or account.

4.8.

Interfering with or denying service to any user other than users of the Customer's host (examples: denial of service attack or distributed denial of service attack).

4.9.

Using any program script/command, or sending messages of any kind such as a punter, designed to interfere with or to disable, a user's terminal session, via any means, locally or via the Internet.

4.10.

Attempting to use or gain unauthorized access to data, accounts, hosts, servers, systems or networks of this site, or to probe, scan or test the vulnerability of a system or network of this site, any Big Host Africa Services or those of any other party.

4.11.

Interfering with service to any user, host or network including, without limitation, mail-bombing, flooding, or attempting to overload the system.

4.12.

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

4.13

Falsifying address information or otherwise modifying e-mail headers to conceal the sender's or the recipient's identity.

## **5. Internet Etiquette.**

The Customer agrees to observe and abide by reasonable Internet etiquette (Netiquette). The Customer shall comply with the rules appropriate to any network to which Big Host Africa may provide access. The Customer should not post, transmit, or permit Internet access to information the Customer desires to keep confidential. The Customer shall not post any

material that is illegal, is libelous, is otherwise tortious, indecently depicts children, or is likely to result in retaliation against Big Host Africa by offended users. Big Host Africa reserves the right to refuse or terminate service at any time for violation of this section. This includes, but is not limited to, advertising services or sites via Internet Relay Chat (IRC) or USENET in clear violation of the policies of the IRC channel or USENET group.

## **6. Child Pornography.**

Big Host Africa will cooperate fully with any criminal investigation into a Customer's violation of the Child Protection Act of 1984 concerning child pornography, or any other applicable international, federal, state, or local law that prohibits child pornography. Customers are ultimately responsible for the actions of their clients over Big Host Africa network, and shall be liable for illegal material posted by their clients.

According to the Child Protection Act, child pornography includes photographs, films, video, or any other type of visual presentation that shows a person who is or is depicted as being under the age of eighteen years and is engaged in or is depicted as engaged in explicit sexual activity, or the dominant characteristic of which is the depiction, for a sexual purpose, of a sexual organ or the anal region of a person under the age of eighteen years or any written material or visual representation that advocates or counsels sexual activity with a person under the age of eighteen years.

Violations of the Child Protection Act may be reported to the U.S. Customs Agency at 1-800-BEALERT

## **7. Big Host Africa No-Spam Policy (NSP).**

### **7.1.**

Customer shall comply with all the terms and conditions of Big Host Africa's No-Spam Policy (NSP) as described in this Section 7. Violation of the NSP shall be deemed a violation of this AUP and of the Customer's Agreement with Big Host Africa.

### **7.2.**

At Big Host Africa, we are committed to providing valuable hosting services to our valued customers.

### **7.3.**

An important part of Big Host Africa's mission is to be a respected and responsible member of the business and Internet communities. We take seriously our role in protecting our customers and the general public from nuisances such as "spam." This section describes our NO-SPAM Policy. Please read it carefully, because it contains important information and because it is a material part of your Agreement with Big Host Africa.

### **7.4.**

To report any spam you receive that identifies itself as coming from the bighostweb.com servers or claims to be related to Big Host Africa in any way, please send an e-mail message to us at [cs@bighostweb.com](mailto:cs@bighostweb.com). In your message to us, please include a complete and accurate copy of the message that you consider to be spam, along with full message headers and routing information for e-mail, a message board provided by a Web site or an online service, Usenet, interactive chat message, or instant message service, as the case may be.

#### 7.5.

Definition of Spam. Unsolicited commercial e-mail and electronic messages are colloquially referred to as "spam." Other common names for spam include "spam e-mail," "junk e-mail," "bulk e-mail," "direct e-mail," and "mass e-mail." Spam is the electronic equivalent of the direct mail you receive in your postal mailbox frequently. In its most general terms, and as used in this NO-SPAM Policy (the "Policy"), spam is:

- a commercial e-mail message or other electronic message, including, but not limited to, messages that are:
- posted to an electronic mailing list (other than an "opt-in" e-mail list as described below),
- posted on an online bulletin board system or Web-based message board system or "guest book",
- posted to a Usenet newsgroup,
- posted to the common area of an online community, group, or club,
- posted in a chat room,
- posted in a message board of a commercial online service (such as America Online),
- posted to a Weblog ("blog"),
- sent via an instant message system (such as ICQ, Yahoo! Pager, Yahoo! Instant Messenger, or AOL Instant Messenger),
- sent through e-mail or another Internet means of communication when the message's ultimate destination is a facsimile ("fax") machine, cellular or wireless telephone, or wireless device,
- a commercial e-mail message or other electronic message that is addressed to one or more recipients with whom you do not have an preexisting business or personal relationship,
- a commercial e-mail message or other electronic message that is sent to a mailing list of addresses that you purchased or that were otherwise distributed, or any list of e-mail addresses whose owners did not sign up for your specific mailing list, including without limitation lists commonly known as "affiliate lists,"
- a commercial e-mail message or other electronic message that is not sent at the request of, or with the express consent of, the recipient(s),
- a commercial e-mail message or other electronic message that is sent to a recipient who has opted out of receiving further commercial electronic messages from you, or
- a commercial e-mail message or other electronic message that contains forged headers, compromised mail server relays, or false contact information. For purposes of this

Policy, spam also includes any e-mail or other electronic message that is sent in violation of any applicable Federal, state, or local law regulating unsolicited commercial e-mail, unsolicited fax transmissions, or any other type of unsolicited commercial electronic message, regardless of whether that message fits the definition of “spam” provided above. 7.6. “Opt-in” E-mail Lists. Please note: messages sent to “opt-in” e-mail lists are not spam, for purposes of this Policy, provided that those messages meet all of the following criteria:

- the messages are sent to an “opt-in” e-mail list in which ALL subscribers have VOLUNTARILY agreed to receive announcements and advertisements about products and services;
- the messages STRICTLY COMPLY with ALL the requirements and regulations of the “opt-in” e-mail list; and
- upon request of any subscriber to the “opt-in” e-mail list, you immediately stop sending that subscriber any e-mail regarding your products and services. If you choose to use an “opt-in” e-mail list, please be aware that Big Host Africa will consider ANY violation of the requirements or regulations of such any third party provider of software or services for such a list to be a violation of this NO SPAM Policy.

Furthermore, Big Host Africa reserves the right to prohibit “opt-in” e-mail lists in the future if such a prohibition is reasonably necessary to keep its hosting service operating efficiently for all users. 7.7. Zero Tolerance for Spam. Big Host Africa will not tolerate any spamming by any of its Customers. This prohibition of spam extends to the sending of unsolicited mass mailings from another service, which in any way implicates the use of Big Host Africa’s services whether or not the message actually originated from our network.

Violation of this NO-SPAM policy will result in Big Host Africa taking one or more of the following actions:

A warning via e-mail or telephone,

Suspension of your site until further notice,

Removal of DNS for the advertised/originating site, or

Temporarily blocking outgoing mail from your site.

Repeated violation of this NO-SPAM policy will result in immediate disconnection of service with no re-activation.

Big Host Africa reserves the right to take all legal and technical steps available to prevent unsolicited bulk e-mail or other unauthorized e-mail from being sent from or transmitted through the Big Host Africa Network.

PLEASE NOTE: The transmission of spam, including the transmission of counterfeit e-mail, may

result in civil and criminal penalties against the sender, under various federal, state, and local laws and regulations, including the federal CAN-SPAM Act of 2003. 7.8 Indemnification of Big Host Africa. You agree to defend, hold harmless, and indemnify Big Host Africa from any harm or damages whatsoever resulting directly or indirectly from your engaging in any spamming practices or from your violation of any of the terms of this NO SPAM Policy. 7.9 Mailing Limits You may not send more than 600 emails per hour. Any emails sent over this limit will be discarded. 8. Resource Usage. You agree to not use excessive amounts of resources. Any violations may result in us taking corrective action in order maintain server stability by killing any processes, disabling and/or suspending your account. 8.1 Shared hosting accounts may not use more than 3% CPU or 3% memory over a 24 hour period, run more than 15 simultaneous processes or allow any process to run for longer than 30 CPU seconds. Databases are limited to 24 max user connections. Semi dedicated hosting accounts may not use more than 6% CPU daily, run more than 30 simultaneous processes or allow any process to run for longer than 60 CPU seconds. Databases are limited to 30 max user connections. Your account may be subject to an automatic suspension if you exceed either the Memory or CPU limits more than 100 times in a single day.

#### **9. No Editing, Censoring, or Control of Communications; Reservation of Rights.**

Your participation in online communication or use of any Big Host Africa service is not edited, censored, or otherwise controlled by Big Host Africa. However, Big Host Africa reserves the right to monitor content on this site and on any Big Host Africa servers, networks, or systems and to remove content, disable sites, or suspend or terminate services if Big Host Africa, in its sole discretion, determines such content or user practices are harmful, offensive, or otherwise in violation of this Acceptable Use Policy.

#### **10. Export Control Laws.**

Exporting encryption software over the Internet from the United States of America to countries other than the United States of America and Canada violates United States law, unless you have a license to do so from the Bureau of Industry and Security in the United States Department of Commerce. You are solely responsible for determining whether any of your software or other information contains encryption software and whether you require a license to export your software or information. You are also solely responsible for complying with all applicable laws governing the export of encryption products. For additional information, you may wish to visit the Bureau of Industry and Security's Web site at: <http://www.bis.doc.gov/Encryption/>

#### **11. International Use.**

Big Host Africa makes no representation that materials available on this site or any or through any Big Host Africa service are appropriate or available for use in locations outside the United States, and accessing them or using them from territories where their contents are illegal is prohibited. Customers and their users who access this site or any site hosted by Big Host Africa from locations outside the United States of America are solely responsible for compliance with all applicable local laws and regulations. Moreover, to the extent allowed by law, Customers agree to defend, indemnify, and hold harmless Big Host Africa, its parents, subsidiaries,

partners, joint venturers, employees and agents, and all their respective heirs, successors, and assigns for any acts of Customer or Customer's users that may violate any applicable law.

## **12. Intellectual Property Rights.**

### **12.1.**

All Big Host Africa Web site design, text, graphics and the selection and arrangement thereof are the copyrighted work of Big Host Africa, © 2002. All rights reserved. If any page, information, or content is copied, it may only be copied for non-commercial uses that are explicitly allowed under the Customer's Agreement with Big Host Africa or by law, and Big Host Africa shall, in any event, retain all copyright and other proprietary interests in said page, information, or content.

### **12.2.**

You acknowledge and agree that copyrights, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws protect all content and materials available on this site or through any Big Host Africa service. Nothing on any Big Host Africa Web site shall be interpreted or implied in such a way as conferring any license or right to any intellectual property rights or license to any intellectual property, content, technology, system, process, or related material belonging to Big Host Africa by virtue of it being displayed or made accessible on any Big Host Africa Web site. Except as expressly authorized, you agree not to use this site or any Big Host Africa Services in any manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which you may access, receive or make available through this site or any Big Host Africa Services.

### **12.3.**

If you use a domain name or content in connection with the Big Host Africa Web hosting, or any other Web hosting service, you agree not to use that domain name or content in any way which violates any trademark, service mark, or similar rights of any third party. Specifically, and without limitation, you agree that you will not engage in, attempt to engage in, or conspire with others or solicit others to engage in any cybersquatting or domain name hijacking,

### **12.4**

Big Host Africa's data center infrastructure including all hardware, software, and telecommunications facilities located in its data center may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of any United States or state regulation or law or the common law, or any applicable foreign or international law is prohibited. This includes, but is not limited to, material protected by copyright, trademark, patent, trade secret, or other intellectual property rights.

### **12.5.**

Creating, utilizing, or distributing unauthorized copies of software or other information content is a violation of international, federal, and state law. If you copy, distribute, or install software or other information content in ways that the license to use that content does not allow, you

are violating federal copyright law and international copyright law. Big Host Africa will cooperate with all law enforcement agencies in relation to alleged copyright infringement based on content housed in our data centers.

12.6.

Please see Copyright Infringement Reporting on the Big Host Africa Web site for procedures on disclosing alleged copyright infringement.

### **13. Customer's Grant of Limited License to Big Host Africa; Warranties on Content.**

By posting or submitting content to any Big Host Africa Web site or server, you:

13.1.

Grant Big Host Africa a limited license to transmit, copy, store, back up, and retrieve the content, solely for the purpose of providing you with the services you are purchasing under your Agreement with Big Host Africa;

13.2.

Acknowledge that you are placing data on servers, networks, and systems that reside physically in the United States. Such servers, networks, and systems are governed by United States law and not by the laws of other jurisdiction. As such, your rights to privacy are governed by United States law and the Big Host Africa privacy policy. By ordering or using Big Host Africa's services, you explicitly consent to this provision regarding privacy.

WHILE BIG HOST AFRICA WILL MAKE REASONABLE EFFORTS TO PROTECT THE PRIVACY OF YOUR INFORMATION AND TO COMPLY WITH UNITED STATES LAW, PLEASE BE ADVISED THAT YOUR PRIVACY RIGHTS AVAILABLE UNDER UNITED STATES LAW AND THE BIG HOST AFRICA PRIVACY POLICY MAY BE LESS THAN THOSE GUARANTEED BY THE LAWS OF THE COUNTRY WHERE YOU RESIDE. 13.3. Warrant and represent that you own or otherwise control all of the rights to the content and that public posting and use of your content by Big Host Africa does not and will not infringe or violate the rights of any third party; and 13.4. Agree to defend, hold harmless, and indemnify Big Host Africa for any claims of any third party resulting from the public posting or use of your content.

### **14. IP Allocation.**

Big Host Africa administers an Internet network on which multiple Customer servers reside. Customers shall NOT use Internet protocol (IP) addresses that were not assigned to them by Big Host Africa staff or network administrators.

### **15. Restrictions on Use of Big Host Africa Services.**

15.1

You may not operate Internet Relay Chat ("IRC") servers using Big Host Africa's services.

15.2.

You may not run any IRC robot on any IRC server that might interfere with the Services or otherwise violate this AUP. When logged into any IRC server, you must comply with the rules and policies established by that IRC's service administrator.

15.3.

You must not use any programs that may or will interfere with another's use of this site or any Big Host Africa Services.

15.4.

You may not run any background processes on the Big Host Africa servers, networks, or systems without prior written authorization from Big Host Africa.

15.5.

You may not use any Big Host Africa services to send denial-of-service (DOS) attacks to any computer or network, or to "flood" any computer or network.

15.6.

You may not host any type of HYIP, autosurf, proxy, or bit torrent on Big Host Africa servers.

15.7.

You may not use any Big Host Africa services to make available to third parties for any use other than normal access to that account's Web site.

15.8.

You may not use our service to offer any free services including but not limited to free hosting, free email service, free blogging service, free home pages, free image hosting.

15.9.

You may not use our service to host software download websites or the serving of file downloads. Any websites with bandwidth usage or disk usage consisting mainly of downloads will be suspended.

15.10.

You may not use our service as an offsite file storage server. Any use of Big Host Africa services is strictly intended for that account's web site only.

15.11.

Big Host Africa reserves the right to add further restrictions to Customers' use of the Big Host Africa Services if such further restrictions are reasonably necessary to keep its hosting service operating efficiently for all users.

## **16. Suspension and Cancellation.**

Big Host Africa reserves the right to suspend service to any Customer or who is using our network or services for violation of the AUP, the NSP, the Privacy Policy, or the TOS. Big Host Africa will use reasonable care in notifying the Customer and in resolving the problem in a method resulting in the least amount of service interference as reasonably possible. Big Host Africa reserves the right to terminate service without notice for continued and repeated violations of the AUP, the NSP, the Privacy Policy, or the TOS.

## **17. Notices Regarding Violations of AUP and Intellectual Property Rights.**

### **17.1.**

The Big Host Africa Agreement and all its components prohibit acts of copyright and trademark infringement and other unlawful behavior by Big Host Africa Customers. Big Host Africa takes Customer violations seriously and will investigate complaints and, where appropriate, may remove content, disable sites, suspend or terminate services, or take other action as necessary.

### **17.2.**

General Complaints: Please send reports of any activity in violation of this Acceptable Use Policy to [cs@bighostweb.com](mailto:cs@bighostweb.com). If possible, please provide the IP address used to commit the violation, the date and time of the violation, and evidence of the violation. Big Host Africa will reasonably investigate incidents involving such alleged violations. Big Host Africa may involve and will cooperate with law enforcement officials if any criminal activity is suspected. Violations may result in criminal and civil liability.

### **17.3.**

Copyright/Trademark Infringement Complaints: If you believe that your copyright or trademark has been used by a Big Host Africa subscriber without permission, such that the use may constitute infringement of your intellectual property rights, please see the instructions on how to send your claim at <http://bighostweb.com>

## **18. Miscellaneous.**

All monetary amounts to which this Agreement refers shall be in United States dollars.

## **19. Revisions.**

Big Host Africa may revise this Acceptable Use Policy without prior notice. Such changes will be posted at our website [www.bighostweb.com](http://www.bighostweb.com). You are responsible for reviewing the online Acceptable Use Policy to stay update of any changes.