



Annexure 2

Diadem Technologies Pvt. Ltd - Acceptable Use Policy

In addition to the Master Service Agreement, this AUP governs the use of Diadem's services. Violation of this AUP may result in suspension or termination of your service. In the event of a dispute between you and Diadem regarding the interpretation of this AUP, Diadem's interpretation, in its reasonable commercial judgment, shall govern. If you have any questions regarding this AUP, contact Diadem's at aup@diadem.in

Resource Usage:

Diadem's Customers may not initiate the following practices. Diadem reserves the right to suspend or terminate accounts found in violation of these items with or without prior notice given and without liability.

Diadem reserves the right to determine what constitutes resource abuse and take the appropriate action. In specific, you may not:

- Use twenty-five percent (25%) or more of our system resources for longer than ninety (90) seconds in any consecutive 6 hour period. Activities that could cause this excessive use, include but are not limited to: CGI scripts, FTP, PHP, HTTP, etc.
- Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
- Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.
- Run any software that interfaces with an IRC (Internet Relay Chat) network.
- Run any bit torrent application, tracker, or client. You may link to legal torrents off-site, but may not host or store them on our shared servers.
- Participate in any file-sharing/peer-to-peer activities
- Run any gaming servers such as counter-strike, half-life, battlefield1942, etc.
- Run cron entries with intervals of less than fifteen (15) minutes.
- Run any MySQL queries longer than fifteen (15) seconds. MySQL tables should be indexed appropriately.
- Include the URL when using PHP include functions for including a local file. Instead of including 'http://yourdomain.com/include.php', use 'include.php' or '/home/username/public_html/include.php'.
- Force html to handle server-side code (like php and shtml) to help reduce usage.
- Use https protocol unless it is necessary; encrypting and decrypting communications is noticeably more CPU-intensive than unencrypted communications.

Network Abuse:

Diadem does not allow, condone or authorize any forms of Network Abuse including but not limited to Denial of Service attacks, Phishing attempts, port scans, SYN Floods etc.



Diadem reserves full right to determine what constitutes Network Abuse and take the appropriate action against the Customer with or without prior notification and without liability.

You may not engage in illegal, abusive, or irresponsible behaviour, including but not limited to:

- 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 (including those belonging to Diadem and its customers) without express authorization of the owner of the system or network;
- Monitoring data or traffic on any network or system without the authorization of the owner of the system or network;
- Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- Use of an Internet account or computer without the owner's authorization, including, but not limited to Internet scanning (tricking other people into releasing their passwords), password robbery, security hole scanning, and port scanning;
- Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting;
- Any conduct that is likely to result in retaliation against the Diadem network.
- Use of Diadem's network in a way that unreasonably interferes with Diadem's other customers use of the network.
- IP Addresses

Diadem assigns IP addresses to clients based upon the guidelines of ARIN: <https://www.arin.net/policy/nrpm.html>. All IP Address allocations must be justified based upon this policy. Diadem reserves the right to request verification at any time for assigned IP addresses at which time under Diadem's discretion IP assignments may be revoked.

Prohibited Uses:

Threatening Material or Content

The Services shall not be used to host, post, transmit or retransmit any content or material that harasses others or threatens the health or safety of others. In addition, Diadem reserves the right to decline to provide Services if the content of then Customer is determined by Diadem to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

Distribution of Malware and Phishing



The distribution, fabrication, or use of malware, including virus software, root kits, password crackers, adware, key stroke capture programs and other programs normally used in malicious activity is prohibited. Any activity designed to collect personal information (name, account numbers, usernames, passwords, etc.) under false pretense is prohibited.

Infringement of Intellectual Property Rights

Use of the Services to infringe upon another party's intellectual property rights is prohibited. This includes, but is not limited to, the unauthorized copying or distribution of movies, music, books, photographs, software/warez, or any other copyrighted work. Selling or offering to sell any counterfeit merchandise will result in the immediate termination of your account. Any account found to be infringing on the intellectual property rights of others will be expeditiously removed or access to the material will be disabled. Any account found to be in repeated violation of this prohibition will be suspended or terminated.

Note: Diadem will terminate the service of Customers with repeated copyright infringements.

Using a shared account as a backup/storage device

You may not use a shared hosting account as a backup/storage device with the exception of one Plesk backup of the same account. Please do not take backups of your backups.

In General, you may not publish or transmit via Diadem's service any content that Diadem reasonably believes:

- belongs to another person and to which the user does not have any right to;
- is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- harm minors in any way;
- infringes any patent, trademark, copyright or other proprietary rights;
- violates any law for the time being in force;
- deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- impersonate another person;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- constitutes pornography in any form;
- is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- is defamatory or violates a person's privacy;
- creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with investigation by law enforcement;



- improperly exposes trade secrets or other confidential or proprietary information of another person;
- terrorist websites or other sites advocating human violence and hate crimes based upon religion, ethnicity or country of origin
- unlawful plans or schemes or linking to and or advertising such plans or schemes.
- promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking;
- is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to Diadem;
- is otherwise malicious, fraudulent, or may result in retaliation against Diadem by offended viewers; or
- Vexation & Harassment.

Diadem does not tolerate any harassment, malice or abuse towards employees. Any form of harassment, cursing, threats, or ill will directed towards Diadem staff or authorized agents shall not be tolerated.

The Customer agrees to conduct themselves in a professional manner regardless of the method of communication with Diadem. Should the Customer be found in violation of this clause Diadem reserves the right to suspend or terminate services with or without prior notice and without liability.

Unaccepted Materials:

Unacceptable material on our servers include without limitation:

- Topsites
- IRC Scripts/Bots
- IRCD (irc servers)
- Proxy Scripts/Anonymizers
- Image Hosting Scripts (similar to Photobucket or Tinypic)
- AutoSurf/PTC/PTS/PPC sites
- IP Scanners
- Bruteforce Programs/Scripts/Applications
- Mail Bombers/Spam Scripts
- Banner-Ad services (commercial banner ad rotation)
- File Dump/Mirror Scripts (similar to rapidshare)
- Commercial Audio Streaming (more than one or two streams)
- Escrow/Bank Debentures
- High-Yield Interest Programs (HYIP) or Related Sites
- Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme)
- Sale or distribution of any controlled substance without prior proof of appropriate permit(s)
- Prime Banks Programs



- Lottery/Gambling Sites
- MUDs/RPGs/PBBGs
- Hacker focused sites/archives/programs
- Sites promoting illegal activities
- Forums and/or websites that distribute or link to warez/pirated/illegal content
- Bank Debentures/Bank Debenture Trading Programs
- Fraudulent Sites (Including, but not limited to sites listed at aa419.org & escrow-fraud.com)
- Mailer Pro
- Push button mail scripts
- Broadcast or Streaming of Live Sporting Events (UFC, NASCAR, FIFA, NFL, MLB, NBA, WWE, WWF, etc)
- Tell A Friend Scripts
- Anonymous or Bulk SMS Gateways
- Bitcoin Miners
- PayDay Loan Sites (including any site related to PayDay loans, PayDay loan affiliate programs, etc)

Content "published or transmitted" via Diadem's service includes Web content, e-mail, bulletin board postings, chat, and any other type of posting or transmission that relies on any service provided by Diadem.

* Diadem can terminate service for any of the above reasons and it's at Diadem sole discretion to issue a refund !

Security:

- You must protect the confidentiality of your password, and you should change your password periodically.
- You must update the programming scripts / CMS like Wordpress deployed at all times.
- You should report to Diadem as to any suspicious activity in your account, including any hacking attempts made.
- You must also take reasonable security precautions at your end locally, including installation of proper antivirus in your local PC.

Bulk Commercial E-Mail:

Any kind of bulk emailing is strictly prohibited with shared hosting accounts. With Cloud or Dedicated hosting you must obtain Diadem's advance approval for any bulk commercial e-mail, which will not be given unless you are able to demonstrate all of the following to Diadem's reasonable satisfaction:

- All Bulk Emailing must be limited to send no more than 60 emails per minute.



- Your intended recipients have given their consent to receive e-mail via some affirmative means, such as an opt-in procedure;
- Your procedures for soliciting consent include reasonable means to ensure that the person giving consent is the owner of the e-mail address for which the consent is given;
- You retain evidence of the recipient's consent in a form that may be promptly produced on request, and you honor recipient's and Diadem's requests to produce consent evidence within 72 hours of receipt of the request.
- You have procedures in place that allow a recipient to easily revoke their consent - such as a link in the body of the e-mail, or instructions to reply with the word "Remove" in the subject line. Revocations of consent are honored within 72 hours, and you notify recipients that their revocation of their consent will be honored in 72 hours;
- You must have a Privacy Policy posted for each domain associated with the mailing;
- You have the means to track anonymous complaints;
- You may not obscure the source of your e-mail in any manner. Your e-mail must include the recipient's email address in the body of the message or in the "TO" line of the e-mail; and You otherwise comply with the CAN SPAM Act and other applicable law.

These policies apply to messages sent using your Diadem service, or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site hosted via your Diadem service. In addition, you may not use a third party email service that does not practice similar procedures for all its customers.

Diadem may test and otherwise monitor your compliance with its requirements, including requesting opt-in information from a random sample of your list at any time.

Unsolicited E-Mail:

You may not send any unsolicited e-mail, either in bulk or individually, to any person who has indicated that they do not wish to receive it.

- We take a zero tolerance stance against the sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists," purchased lists, and selling of lists will be treated as spam. We may terminate the account of any User who sends out spam with or without notice.
- Websites advertised via spam (Spamvertised) may not be hosted on our servers. This provision includes, but is not limited to, spam sent via fax, phone, postal mail, email, instant messaging, or usenet/newsgroups. No organization or entity listed in the "ROKSO" may be hosted on our servers. Any User account which results in our IP space being blacklisted will be immediately suspended and/or terminated.
- Diadem reserves the right to require changes or disable as necessary, any website, account, database, or other component that does not comply with our policies, or to



make any such modifications in an emergency that we deem necessary at our sole discretion.

- Diadem reserves the right to charge the holder of the account used to send any unsolicited e-mail a cleanup fee or any charges incurred for blacklist removal at our sole discretion.

You must comply with the rules of any other network you access or participate in using your Diadem's services.

Abuse Tickets:

Diadem standard policy is to contact the Customer during which a violation of the AUP or other Agreement has occurred, however, Diadem does reserve the right to suspend or terminate an account with or without notice at its own discretion. The Customer agrees to maintain up to date primary contact email information with Diadem. The violation shall be listed in the Subject of the email sent from our abuse department (abuse@diadem.in). The Customer shall be given all appropriate details of the Violation as well as a time frame to correct the issue before action shall be taken. Once the email has been sent to the Customer, Diadem will consider that the Customer has been notified. Diadem reserves the right to use discretion on the amount of time given for a customer to correct the issue before action is taken.

Diadem accepts reports of alleged violations of the acceptable use policy via email sent to abuse@diadem.in. This e-mail address is being protected from spambots, you need JavaScript enabled to view it. Reports of alleged violations must be verified and include name, contact information, IP address, and description of the violation. Diadem owes no duty to third parties reporting alleged violations due to lack of privity in contract law. Diadem will review all verified third party reports and will take appropriate actions as described within the acceptable use policies.

Disclosure to Law Enforcement:

Occasionally, Diadem is required by law to submit customer information to law enforcement officials when presented with a valid subpoena with proper jurisdiction. Information requested is disclosed as directed pursuant to the subpoena. Diadem utilizes great care in keeping customer information safe and private and will only release information described in the subpoena. Diadem will notify customer of the information request as allowed by the subpoena.

Materials and Products

(a) Diadem will exercise no control whatsoever over the content of the information passing through the network or on the Customer's websites,



(b) Use of any information obtained by way of Diadem is at the Customer's own risk, and we specifically deny any responsibility for the accuracy or quality of information obtained through our services.

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

Undertaking of the Customer

In short, the Customer agrees and undertakes that:

(a) Any attempt to undermine or cause harm to any of the equipments, materials etc. of Diadem is strictly prohibited.

(b) In case of abuse of the resources including equipments, materials, network etc. of Diadem, in any way, Diadem reserves the unqualified right to immediately deactivate the Services, without refund.

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

(d) It shall ensure that its representatives and employees behave with courtesy and politeness towards employees or representatives of Diadem and do not indulge in disorderly, riotous or unwelcome behavior at the Diadem's premises.

(e) Customer shall not violate systems or network security measures instituted by Diadem and any such violation may incur criminal or civil liability.

(f) Compliance with the Law of the Land, especially Information Technology Act 2000 and rules thereunder.