

SERVICE USAGE POLICY

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Statement of Confidentiality

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SERVICE USAGE POLICY (SUP)

SERVICE USAGE POLICY ("SUP")

SERVICE USAGE POLICY (aka "**SUP**") described below defines the actions in which **INTERNATIONAL HELPDESK ONLINE SOLUTIONS CORP.** (the "**PROVIDER**") considers to be abused and strictly prohibited. There are no exclusions in this listing. Please, be aware that the actions listed below are also prohibited from other **Internet Presence Providers (IPP's)**. For abbreviation purposes, the companies or individual account owners using the **PROVIDER's** services will be referred to as **CLIENTS**.

1. General Information. As a provider of IT Solutions & Cloud Managed Services like (but not limited to) website design and development, web and mobile applications, cloud managed services, and other Internet-related services, the **PROVIDER** offers its **CLIENTS**, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information.

The **PROVIDER** respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue, the **PROVIDER** reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, the **PROVIDER** has developed this **Service Usage Policy ("SUP")**, which supplements and explains certain terms of each **CLIENT's** respective service agreement and is intended as a guide to the **CLIENT's** rights and obligations when utilizing the **PROVIDER's** services. This will constitute the **CLIENT's** acceptance of any new or additional terms of the **SUP** that result from those changes.

When subscribers obtain information through the Internet, they must keep in mind that the **PROVIDER** cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that users may acquire. For this reason, the user must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive.

Because the **PROVIDER** cannot monitor or censor the Internet, and will not attempt to do so, the **PROVIDER** cannot accept any responsibility for injury to its users, clients or subscribers that results from inaccurate, unsuitable, offensive, or illegal Internet communications. When users, client or disseminate information through the Internet, they also must keep in mind that the **PROVIDER** does not review, edit, censor, or take responsibility for any information its users, clients or subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech.

Also, because the information they create is carried over the **PROVIDER's** network and may reach a large number of people, including both **CLIENTS** and subscribers and non-subscribers of the **PROVIDER**, clients' and subscribers' postings to the Internet may affect other clients and subscribers and may harm the **PROVIDER's** goodwill, business reputation, and operations. For these reasons, clients and subscribers violate the **PROVIDER** policy and the service agreement when they, their clients, affiliates, or subsidiaries engage in activities described herein.

2. Scope. This SUP governs the usage of the **PROVIDER's** products and services (the "Services"). This SUP is incorporated by reference into each contract the **PROVIDER** enters into with a **CLIENT** (each, a "Customer") for the use of such Services. The **PROVIDER** may modify this SUP at any time without notice. In addition, this SUP is incorporated by reference into the Terms of Service applicable to the **PROVIDER's** Web site so that no person who utilizes the **PROVIDER's** Web site (regardless of whether that person is a **CLIENT**) may take any action utilizing the **PROVIDER's** Web site that a **CLIENT** would be prohibited to take utilizing the Services.
3. Purpose. The purpose of this SUP is to enhance the quality of the Services and to protect the **PROVIDER's** clients, and the Internet community as a whole, from illegal, irresponsible, or disruptive Internet activities. This SUP applies to each **CLIENT** and its employees, agents, contractors, or other users of such **CLIENT** who obtain Services from the **PROVIDER** (each such person being a "User"). Each User should use common sense and good judgment in connection with the Services. Parents or guardians should always supervise minors in using the Internet. Parents and guardians should remain aware at all times of what is on the Internet and how the minors under their care are using the Services and the Internet.
4. Prohibited Uses. **CLIENTS** and Users may not:
 - a. Utilize the Services to send unsolicited bulk and/or commercial messages over the Internet (known as "spam" or "spamming"). It is not only harmful because of its negative impact on consumer attitudes toward the **PROVIDER**, but also because it can overload the **PROVIDER's** network and disrupt service to its Clients subscribers. Maintaining an open SMTP relay is prohibited. Any direct action, configuration, or setting that causes excessive outbound email traffic is subject to review and possible action. When a complaint is received, the **PROVIDER** has the absolute and sole discretion to determine from all of the evidence whether the email recipients were from an "opt-in" email list, or whether the outbound email traffic generated from an account is suitable for a business hosting environment.
 - b. Utilize the Services in connection with any illegal activity. Without limiting the general application of this rule, **CLIENTS** and Users may not:
 - i. Utilize the Services to copy material from third parties (including text, graphics, music, videos, or other copyrightable material) without proper authorization;
 - ii. Utilize the Services to misappropriate or infringe the patents, copyrights, trademarks, or other intellectual property rights of any third party;

- iii. Utilize the Services to traffic in illegal drugs, illegal gambling, obscene materials or other any products or services that are prohibited under applicable law;
 - iv. Utilize the Services to Forge or misrepresent message headers, whether in whole or in part, to mask the originator of the message; or
 - v. Utilize the Services in any manner that violates applicable law.
- c. Utilize the Services in connection with any tortious or actionable activity. Without limiting the general application of this rule, **CLIENTS** and Users may not:
- i. Utilize the Services to publish or disseminate information that (A) constitutes slander, libel or defamation, (B) publicizes the personal information or likeness of a person without that person's consent or (C) otherwise violates the privacy rights of any person. Utilize the Services to threaten persons with bodily harm, to make harassing or abusive statements or messages, or to solicit the performance of acts or services that are illegal under applicable law.
 - ii. Utilize the Services in connection with any other disruptive or abusive activity. Without limiting the general application of this rule, the **CLIENT** and its users may not:
 - a. Utilize the Services to cause denial of service attacks against the **PROVIDER** or other network hosts or Internet users or to otherwise degrade or impair the operation of the **PROVIDER's** servers and facilities or the servers and facilities of other network hosts or Internet users; or
 - b. Post messages or software programs that consume excessive CPU time, or storage space, or network bandwidth; or
 - c. Utilize the Services to offer mail services, mail forwarding capabilities, POP accounts or auto responders other than for the User's own account; or
 - d. Utilize the Services to resell access to CGI scripts installed on the **PROVIDER's** servers; or
 - e. Utilize the Services to subvert, or assist others in subverting, the security or integrity of any the **PROVIDER** systems, facilities, or equipment; or
 - f. Utilize the Services to gain unauthorized access to the computer networks of the **PROVIDER** or any other person; or
 - g. Utilize the Services to provide passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code; or
 - h. Utilize the Services to (A) forge the signature or other identifying mark or code of any other person, (B) impersonate or assume the identity or any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the User (excluding the use of anonymous re-mailers or Internet nicknames); or
 - i. Utilize the Services to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy, or damage equipment, or disrupt the operation of the Services; or
 - j. Utilize the Services to conduct port scans or other invasive procedures against any server (except any server for which the User is an authorized system administrator); or
 - k. Utilize the Services to distribute, advertise or promote software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or Spam; or
 - l. Utilize the Services to solicit or collect, or distribute, advertise, or promote, e-mail address lists for the purpose of encouraging or facilitating unsolicited commercial e-mail or Spam; or
 - m. Utilize the Services in any manner that might subject the **PROVIDER** to unfavorable regulatory action, subject the **PROVIDER** to any liability for any reason, or adversely affect the **PROVIDER's** public image, reputation, or goodwill, including, without limitation, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically, or otherwise objectionable materials as determined by the **PROVIDER** in its sole discretion; or
 - n. While on a business hosting platform, utilize, operate, enable, execute, compile, upload or publicly store source code, executable code, programs, or software packages designed to perform tasks not directly associated with website/email hosting, including, without limitation, (A) directly opening any listening port, (B) starting any 'daemon' process, (C) performing local/remote security scans, (D) simulating local shell/OS access by means of a tunneled/encapsulated connection to a remote host, (E) circumventing firewall restrictions, (F) connecting to any IRC/Peer to Peer file sharing server/network, (G) providing 'tracker' services to 'Bit Torrent' clients and/or (H) exploiting web browser vulnerabilities, as determined by the **PROVIDER** in its sole discretion; or
 - o. Attempt to attack, disrupt, or abuse the support- and contact-related mechanisms of the **PROVIDER**, including, but not limited to, telephone lines, email addresses, fax lines, bulletin boards or contact/signup forms; or
 - p. Utilize the Services in any other manner to interrupt or interfere with the Internet usage of other persons;
5. Prohibited Uses. **CLIENTS** and Users may not:
- a. Disclaimer. The **PROVIDER** expressly disclaims any obligation to monitor its **CLIENTS** and other Users with respect to violations of this SUP. The **PROVIDER** has no liability or responsibility for the actions of any of its **CLIENTS** or other Users or any content any User may post on any Web site.
 - b. Reporting Non-Copyright Violations. The **PROVIDER** encourages Users to report violations of this policy by e-mail to: abuse@helpdeskprojects.com, including in any such report the name of the offending domain (for example, xyz.com) and the type of abuse (for example, Spam, illegal acts, harassment, etc.) in the "subject" field of the e-mail.
 - c. Reporting Copyright Violations. The **PROVIDER** encourages Users to report an alleged copyright infringement involving a user by sending a notice.

- d. Remedies. If the **PROVIDER** learns of a violation of this SUP, the **PROVIDER** will respond to the applicable **CLIENT** and may, in the **PROVIDER**'s sole discretion, take any of the following actions, in accordance with the severity and duration of the violation:
 - i. Warning the **CLIENT**; and/or
 - ii. Suspending the offending **CLIENT** from the Services; and/or
 - iii. Terminating the offending **CLIENT** from the Services; and/or
 - iv. Imposing fees or charges on the offending **CLIENT** account in accordance with the applicable service contract; and/or
 - v. Removing the offending content; and/or
 - vi. Taking other action in accordance with this **SUP**, the applicable service agreement or applicable law.
 - e. The **PROVIDER** does not allow any use or dissemination of pornographic material. The **PROVIDER** reserves the right to terminate the **CLIENT**'s account if at any time the **CLIENT**'s site has pornography and/or nudity of any kind, including but not limited to, adult pornography, Anime, child pornography, "adult content" and/or the written word of a sexual nature.
 - f. The **PROVIDER** does not allow unsolicited email and requires opt-in list managers to include at least one single action method of unsubscribing in each email. We reserve the right to limit incoming or outgoing email at any time.
 - g. The **PROVIDER** reserves the right to terminate **CLIENT**'s account at any time without a refund. Reasons for termination include, but are not limited to:
 - i. Abuse of the servers - either intentional or due to improper coding
 - ii. Committing or Promoting any type of illegal activity including fraud, mail bombing, denial of service attacks, storing and/or housing and/or linking to illegal content, including but not limited to, "warez", "hacking"/"cracking"/"key generators".
 - iii. The use of Services to traffic in illegal drugs, gambling and/or obscene materials.
 - iv. The use of Services to misappropriate or infringe the patents, copyrights, trademarks, or other intellectual property rights of any third party.
 - v. Use of ad-servers, attempts to circumvent quota system owned by 'nobody', certain podcasting sites, use of torrent software, proxies, excessive resource usage or 'core dumping'.
 - vi. Attempts to circumvent any of our security policies, procedures or systems.
6. Reservation of Rights. The **PROVIDER** reserves the right to cooperate with appropriate legal authorities in investigations of claims of illegal activity involving the **PROVIDER**'s Services, **CLIENT**s and other Users. The **PROVIDER** reserves all other rights to respond to violations of this SUP to the extent of applicable law and in accordance with any applicable contractual obligations. The **PROVIDER** may utilize technical means to monitor communications into, and out of, its network facilities to prevent the introduction of viruses or other hostile code, to prevent intrusions and otherwise to enforce this SUP and each **CLIENT** agrees that the **PROVIDER** is authorized to monitor its communications through the **PROVIDER**'s network for such purposes.
7. Provider Licensor. The **PROVIDER** shall not be responsible for any changes in the Services that cause the Non-Provider Product to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer's defects of Non-Provider Product either sold, licensed, or provided by the **PROVIDER** to the **CLIENT** or purchased directly by the **CLIENT** used in connection with the Services will not be deemed a breach of **PROVIDER**'s obligations under this Agreement. Any rights or remedies the **CLIENT** may have regarding the ownership, licensing, performance, or compliance of Non-Provider Product are limited to those rights extended to the **CLIENT** by the manufacturer of such Non-Provider Product. The **CLIENT** is entitled to use any Non-Provider Product supplied by the **PROVIDER** only in connection with the **CLIENT**'s permitted use of the Services.
8. The **CLIENT** shall use its best efforts to protect and keep confidential all intellectual property provided by the **PROVIDER** to the **CLIENT** through any Non-Provider Product and shall make no attempt to copy, alter, reverse engineer, or tamper with such intellectual property or to use it other than in connection with the Services. The **CLIENT** shall not resell, transfer, export, or re-export any Non-Provider Product, or any technical data derived therefrom, in violation of any government laws.
9. Internet Protocol (IP) Address Ownership. The **PROVIDER** assigns the **CLIENT** an Internet Protocol ("IP") address for The **CLIENT**'s use, the right to use that IP address shall belong only to the **PROVIDER**, and the **CLIENT** shall have no right to use that IP address except as permitted by the **PROVIDER** in its sole and absolute discretion in connection with the Services, during the term of this Agreement. The **PROVIDER** shall maintain, and control ownership of all Internet Protocol numbers and addresses that may be assigned to the **CLIENT** by The **PROVIDER**, and The **PROVIDER** reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion.
10. Caching. The **CLIENT** expressly
- a. grants to the **PROVIDER** a license to cache the entirety of the Client Content and **CLIENT**'s web site, including content supplied by third parties, hosted by the **PROVIDER** under this Agreement and
 - b. agrees that such caching is not an infringement of any of **CLIENT**'s intellectual property rights or any third party's intellectual property rights.

11. CPU Usage. The **CLIENT** agrees that the **CLIENT** shall not use excessive amounts of CPU processing on any of **PROVIDER**'s servers. The maximum number of files is 50,000 per account. Any violation of this policy may result in corrective action by the **PROVIDER**, including assessment of additional charges, disconnection, or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken in **PROVIDER**'s sole and absolute discretion. If the **PROVIDER** takes any corrective action under this section, the **CLIENT** shall not be entitled to a refund of any fees paid in advance prior to such action.
12. Bandwidth and Disk Usage. The **PROVIDER** shall provide the **CLIENT** with a large volume of bandwidth, disk space and other resources, such as email and/or file-transfer-protocol ("FTP") accounts. The Services are intended for normal use only. Any activity that results in excessive usage inconsistent with normal usage patterns is strictly prohibited. The **CLIENT** agrees that such bandwidth and disk usage shall not exceed the amounts set by the **PROVIDER** for the Services (the "Agreed Usage"). These allotments are optimized and dedicated towards serving the Content and **CLIENT**'s electronic mail services related solely to **CLIENT**'s web hosting account(s) with the **PROVIDER**. The **CLIENT** shall not use any bandwidth and/or disk usage for materials other than the **CLIENT**'s Web site, Client Content and/or **CLIENT**'s electronic mail services.

For example, the **CLIENT** may not use bandwidth or disk usage as offsite storage area for electronic files or as a provisioning service for third party electronic mail or FTP hosts.

The **PROVIDER** will monitor **CLIENT**'s bandwidth and disk usage. The **PROVIDER**, in its sole discretion, shall have the right to take any corrective action if **CLIENT**'s bandwidth or disk usage exceeds the Agreed Usage or other improper storage or usage. Such corrective action may include the assessment of additional charges, disconnection, or discontinuance of any and all Services, removal or deletion of **CLIENT**'s Web site, Client Content, **CLIENT**'s electronic mail services and/or other materials or termination of this Agreement, which actions may be taken in the **PROVIDER**'s sole and absolute discretion. If the **PROVIDER** takes any such corrective action under this section, the **CLIENT** shall not be entitled to a refund or credit of any fees paid prior to such action. The **CLIENT** will comply with all applicable laws, rules and regulations regarding **CLIENT**'s Web site, Client Content and/or **CLIENT**'s electronic mail services and will each, including bandwidth, disk space and other resources only for lawful purposes. The **CLIENT** may not utilize: the Services to copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization; the Services to misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party; the Services to traffic in illegal drugs, illegal gambling, obscene materials or other any products or services that are prohibited under applicable law; the Services to export encryption software in violation of applicable export control laws; the Services to forge or misrepresent message headers, whether in whole or in part, to mask the originator of the message.

If the **PROVIDER** learns or discovers that the **CLIENT** is violating any law related to The **CLIENT**'s Web site, The **CLIENT** Content and/or **CLIENT**'s electronic mail services, use of bandwidth, disk usage or Agreed Usage, the **PROVIDER** maybe obligated to inform the necessary law enforcement and/or any related agencies of such conduct and may provide such agencies with information related to **CLIENT**, **CLIENT**'s Web site, Client Content and/or **CLIENT**'s electronic mail.

13. Parked Domain Services. In addition to the applicable terms and conditions contained herein:
 - a. If the **CLIENT** signs up to register and park a domain name with the **PROVIDER**, the **CLIENT** agrees to pay the **PROVIDER** the annual fee a set forth within this Agreement. **CLIENT**'s annual billing date will be determined based on the month The **CLIENT** establishes the Parked Page Services with the **PROVIDER**. Payments are non-refundable. If for any reason the **PROVIDER** is unable to charge **CLIENT**'s payment method for the full amount owed to the **PROVIDER** for the service provided, or if the **PROVIDER** is charged a penalty for any fee, it previously charged to **CLIENT**'s payment method, the **CLIENT** agrees that the **PROVIDER** may pursue all available remedies in order to obtain payment. The **CLIENT** agrees that among the remedies the **PROVIDER** may pursue in order to effect payment, shall include but will not be limited to, immediate cancellation without notice to **CLIENT** of **CLIENT**'s service. The **PROVIDER** reserves the right to charge a reasonable service fee for administrative tasks outside the scope of its regular services. These include, but are not limited to, customer service issues that cannot be handled over email but require personal service, and disputes that require legal services. These charges will be billed to the payment method we have on file for the **CLIENT**.
 - b. The **CLIENT** agrees to be responsible for notifying the **PROVIDER** should the **CLIENT** desire to terminate use of any of the Parked Page Services, including, but not limited to, those purchased. Notification of The **CLIENT**'s intent to terminate must be provided to the **PROVIDER** no earlier than **Thirty (30) days** prior to **CLIENT**'s billing date but no later than **Ten (10) Days** prior to the billing date. In the absence of notification from the **PROVIDER**, The **PROVIDER** will automatically continue the Parked Page Services indefinitely and will charge **CLIENT**'s payment method that is on file with the **PROVIDER**, at the **PROVIDER**'s then current rates. It is **CLIENT**'s responsibility to keep their payment method information current, which includes the expiration date if using a credit card. In the event the **CLIENT** terminates the Parked Page Services, moving their web site off of the **PROVIDER**'s hosting servers is **CLIENT**'s responsibility. The **PROVIDER** will not transfer or FTP such web site to another provider. Any change by the **CLIENT** of their name-server is not deemed cancellation of the Parked Page Services. The **PROVIDER** will provide the **CLIENT** with the Parked Page Services as long as the **CLIENT** abides by the terms and conditions set forth herein and in each of the **PROVIDER**'s policies and procedures.
 - c. By using any of the Parked Pages Services, the **CLIENT** agrees that the **PROVIDER** may point the domain name or DNS to one of the **PROVIDER**'s or **PROVIDER**'s affiliates web pages, and that they may place advertising on **CLIENT**'s web page and that the **PROVIDER** specifically reserves this right. The **CLIENT** shall have no right to any compensation and shall not be entitled and shall have no right to receive any funds related to the monetization of **CLIENT**'s Parked Pages. The **CLIENT** agrees to indemnify and hold harmless the **PROVIDER** for any complications arising out of use of the Parked Page Services, including, but not limited to actions. The **PROVIDER** chooses to take to remedy the **CLIENT**'s improper or illegal use of a web site hosted by the **PROVIDER**. The **CLIENT** agrees it is not being entitled to a refund of any fees paid to The **PROVIDER** if, for any reason, the **PROVIDER** takes corrective action with respect to any improper or illegal use of the Parked Page Services.