





Cloud Services Terms & Conditions

In this document, definitions, words or phrases will have the same meaning as in the Cloud Partner Agreement respectively the Cloud End User Agreement, unless and to the extent the context requires otherwise. These terms & conditions apply to the following Cloud Services:

- Backup & Disaster Recovery | Veeam Cloud Connect;
- Backup & Disaster Recovery | Acronis;
- Desktop Online | Citrix XenApp;
- Desktop Online | Workspace 365;
- Desktop Online | Awingu;
- E-mail | Hosted Exchange;
- Virtual Servers & Datacenter | Copaco Hyper-V Cloud;
- Virtual Servers & Datacenter | Copaco VMware Cloud;
- VoIP & Unified Communications | SIP Trunk;
- VoIP & Unified Communications | Xelion;
- Web hosting | Shared.

Acceptable Use Policy (AUP)

Copaco provides the aforementioned Cloud Services. By using the Cloud Services, Licensee (Partner respectively the Customer, hereafter referred to as the 'Licensee') agrees to comply with the Acceptable Use Policies outlined in this agreement and also to indemnify Copaco against any claims by third parties arising from violation of this Policy.

Copaco reserves the right to make changes to this Acceptable Use Policy at any time, and any changes will be effective immediately upon posting to the Control Panel. Licensees are responsible for regularly reviewing the Policy. Continued use of the Cloud Services following any changes shall constitute acceptance of the changes.

This policy recognises the fundamental fact that no one owns or controls the Internet. Copaco cannot monitor or control all the activities of the Licensees. Copaco does not intend to actively screen, review, censor, edit or take responsibility for the activities or content of our Licensees. The Licensee, not Copaco, assumes all responsibility relating to their Internet activities including, but not limited to:

- Aspects of the Licensee's business;
- Content and data provided by or through a Licensee for use with the Cloud Services;
- Decisions about Licensee's computer and communications systems needed to access the Cloud Services;
- Results obtained from using Copaco's Cloud Service;
- Compliance with all applicable laws and governmental regulations regarding Licensee's business or use of the Cloud Services;
- Use of the Copaco's Cloud Services by Licensee's Users;
- Compliance with this Acceptable Use Policy by the Licensee and the Licensee's Users.

Activities conducted on the Internet are subject to many of the same laws and regulations applicable to the offline environment. Licensee must exercise a high degree of judgement and responsibility with respect to their use of the Cloud Services, including the responsibility to comply with this Acceptable Use Policy. Licensee will violate this Policy when Licensee, its affiliates or Users engage in any of the following activities:

Network and Other Abuse

Using the Copaco's Cloud Services, infrastructure or other resources in any way that adversely affects other Licensees is strictly prohibited. This includes but is not limited to:

- Gaining or attempting to gain unauthorised access to servers or Cloud Services. Such attempts include, but are not limited to, "Internet scamming" (tricking other people into releasing their personal



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information), password robbery, security hole scanning, port scanning, probing, monitoring or testing for system or network vulnerabilities;

- Introducing viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, packet bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- Intentionally omitting, deleting, forging or misrepresenting transmission information, including headers, return addressing information and IP addresses. Using IP addresses which were not assigned to them by Copaco;
- Maintaining an Open Email Relay/Open Data Relay or allowing any data to be sent through one's server by an unrelated third party, including, but is not limited to, via open email gateways and open proxy servers.

Illegal Content

Accounts that include content or which have links to content that:

- Is unlawful or is considered offensive by the web community. Promotes injury or physical harm against any group or individual;
- Promotes or teaches illegal activities;
- Infringes on copyright, patents, trademarks, trade secrets, or other intellectual property including pirated computer programs, cracker utilities, warez and software serial numbers or registration codes;
- Violates any law, statute, ordinance or regulation governing the Licensee's business or activities, including without limitation the laws and regulations governing export control, unfair competition, false advertising, consumer protection, issuance or sale of securities, trade in firearms, mass destruction weapons, terrorism, drug related activities, privacy, illegal gambling, data transfer and telecommunications;

may be immediately terminated, without any compensation being due.

SPAM or Unsolicited Commercial Email

Copaco has zero tolerance for the sending of SPAM or Unsolicited Commercial Email (UCE). Copaco considers SPAM any mass unsolicited message in the mediums of:

- Newsgroups (including usenet, google groups, yahoo groups)
- Email;
- Instant Messaging (including but not limited to ICQ, MSN, AIM, Yahoo messenger, Skype, Jabber)
- Any similar communication technologies which may emerge;
- Off-topic comments on web-logs or web forums which link to your website.

Licensee cannot send UCE and cannot host sites or information advertised in UCE. Licensee, its affiliates or Users are responsible for their actions and must take all reasonable precautions to secure their servers and sites against SPAM exploits (e.g. open Email relays and insecure cgi scripts).

Copaco does not permit:

- The sending of bulk Emails, defined as the sending of the same Email, or Emails which are substantially the same, unless recipients have agreed to double-opt in to the mailing list. Proof may be required of the subscription opt-in process. Copaco does not permit the sending of bulk Email to recipients whose details have been obtained from third-party sources;
- Hosting content on a Copaco server which is advertised or linked to by a bulk Email campaign, even if this campaign is not run from a Copaco server.



Violating Copaco's UCE or SPAM policy will result in penalties. Upon detection or notification of a violation of our UCE policy, Copaco will initiate an immediate investigation. During this time, outgoing Email may be suspended from the offending IP address to prevent further violations. If a Licensee, its affiliates or Users are found to be in violation of Copaco's UCE policy, Copaco will impose penalties and/or, at its discretion, restrict or terminate the offending account and the Licensee's access to Copaco's network. Repeated or serious violations may result in the immediate termination of the account. SPAM is a very serious matter. PLEASE DO NOT SPAM. EDUCATE YOUR CUSTOMERS AND/OR USERS and TAKE ALL PRECAUTIONS against SPAM EXPLOITS.

Material protected by intellectual property law

Use of Copaco Cloud Services network to download, publish, distribute or otherwise reproduce text, music, software, art, images or any other work that is protected by intellectual property rights is prohibited unless:

- the entitled party expressly permits such use or reproduction of the work;
- such use or reproduction of the work is otherwise permitted on the grounds of intellectual property regulations.

Copaco may render inaccessible to the public any content which, in the opinion of Copaco or according to information it receives, infringes the intellectual property rights of a third party by discontinuing the Cloud Services in accordance with the Cloud Partner Agreement respectively the Cloud End User Agreement. Copaco will notify the Licensee at the earliest opportunity that the Cloud Services has been discontinued in order to render content inaccessible. Copaco will put the Cloud Service back into operation and make content accessible once it has been demonstrated convincingly that the disclosure thereof does not infringe intellectual property rights. Copaco cannot be held liable for any damages to Licensee's content resulting from its inaccessibility, be it temporary or otherwise. In the event that the content is rendered inaccessible in response to a report by a third party, the contact details provided by the third party at the time of making the report will be made available to you upon request.

It is the policy of Copaco, where appropriate, to terminate the provision of the Cloud Services to the Licensee who repeatedly or wilfully infringe intellectual property rights.

Testing for vulnerability

Testing the systems or networks for vulnerability and/or testing, scanning and/or penetrating these systems or networks is prohibited. The use of either passive or invasive methods to violate security and verification measures without the express prior consent of the Copaco is also prohibited.

Cooperating in investigations and judicial procedures

Copaco may check content or traffic relating to the Licensee, its affiliates or Users to ensure legitimate use of the Cloud Services. Copaco may intercept or block content or traffic relating to the Licensee or its employees, which it will do in the event of unauthorised use of the Cloud Services or if the Cloud Services is used in a manner which is not in accordance with this AUP and the Licensee persists in such use or if the Licensee does not provide a reasonable explanation within seven days of receipt of a formal written notification from Copaco.

Copaco may, without notifying the Licensee:

- Report behaviour which it suspects violates the applicable legislation to the relevant authorities;
- Furnish data relating to the Licensee, its affiliates or Users or traffic possessed by Copaco and cooperate with an official or unofficial request by an investigative or government agency investigating such activities, and/or with an official request in a civil lawsuit that meets the requirements for such a request;
- If there is a legal obligation to allow a competent authority to inspect continental traffic, the Licensee consents unconditionally to compliance by Copaco with that obligation. To the extent that it is possible without violating statutory or regulatory requirements, Copaco will give reasonable advance notice of



such an obligation and afford the Licensee the opportunity of objecting to and/or attempting to limit the extent of such an inspection insofar as it is reasonably feasible.

Copaco Administrative Login and Management Software

To facilitate network/server management, inventory and related activities, all Copaco servers include a Control Panel and administrative accounts and passwords and/or a Copaco daemon. All reasonable precautions are taken by Copaco to maintain the security of these tools and the privacy of client data. Licensee must not tamper, hinder, delete, or in any way change the functioning of these tools. To do so intentionally or otherwise is grounds for the immediate suspension of Licensee's hosting account.

Shared Systems

The shared systems provided by Copaco may not be used in a manner which unnecessarily restricts normal operation of the shared system or uses a disproportionate share of the system resources. For instance, Copaco may forbid the automatic unscripted use of Email services if such use has a detrimental effect on the Email system. Copaco may request the Licensee to restore code deviations from the Licensee's cloud-hosted code if this conflicts unnecessarily with the use of the cloud by other Licensees. Copaco may place data stored on a shared system in quarantine or remove such data if it contains a virus or is otherwise corrupted and therefore poses a risk of infection or corruption of the system or data belonging to other licensees that is stored on the system.

Other provisions

- Information in the Licensee's file with domain name registration must be valid and up-to-date with respect to each of the domains hosted by the Service Provider;
- The Licensee may only use Internet Protocol (IP) numbers, addresses or address blocks granted by Copaco in connection with the service (but not any URL or top level domain or domain name) "IP addresses" that Copaco grants to the Licensee in connection with the supply of services;
- The Licensee agrees that if the IP numbers appear on an abuse database such as Spamhaus, this constitutes a breach of this AUP and Copaco is entitled to take adequate measures with respect to its IP numbers, including suspension and/or termination of the Cloud Services, irrespective of whether or not the appearance of the IP numbers on this list is due to acts on the part of the Licensee;
- The Licensee agrees that data stored on a shared system may be placed in quarantine or deleted if such data is infected with a virus or in the event of other error messages which gives rise to a risk that the material, the system or data belonging to other licensees that is stored in the same system will be infected or damaged.

For some shared resources we require that Licensee does not continuously use an unreasonable excess of those resources (using them in a burstable fashion is, of course, entirely acceptable). Examples of an excess might include continuously & actively using swap on servers rather than upgrading RAM, running software that uses all available CPU constantly or continuously using many times the base-allocation of unmetered bandwidth. In such circumstances we reserve the right, at our discretion, to request that the client cease such activities or be forcibly upgraded to a more suitable package or, in the case of excess use of unmetered bandwidth, be moved to a metered bandwidth connection.

Account Cancellation

This AUP is not exhaustive. Service Provider has the right to refuse service to anyone at any time WITHOUT WARNING OR PRIOR NOTICE AND WITHOUT ANY COMPENSATION BEING DUE. No refunds of fees paid will be made if account termination is due to a violation of the AUP as outlined above.