

APPLICATION HOSTING SERVICE USAGE POLICY

Concord USA Inc

THIS DOCUMENT DEFINES SERVICE USAGE AND CONDITIONS APPLICABLE TO A CONCORD CUSTOMER UNDER A CONCORD APPLICATION HOSTING AGREEMENT AND FORMS AN INTEGRAL PART THEREOF.

Scope

This Service Usage Policy ("Policy") governs the usage of Concord's products and services ("Services"). This Policy is incorporated by reference into each contract Concord enters into with a customer ("Customer"), for the use of such Services. Every Customer is subject to this Policy, and by virtue of using Concord Services, agrees to be bound by this Policy.

Concord may modify this Policy at any time with or without notice. Any modification is effective upon posting on our website and continued use of Concord Services constitutes the Customer's acceptance of such modifications.

Policy violations are determined by Concord in its sole and absolute discretion.

Prohibited Uses: A Customer violates this Policy when it, its parent, subsidiaries, affiliates, users, employees, directors, or partners engage in the following prohibited activities.

Illegal Activities: Concord prohibits the use of Service in connection with any illegal activity, including but not limited to the following:

- Violations of intellectual property and copyright laws. (Customer acknowledges that Concord is required by law to remove or block access to content, appearing on or through the Services upon receipt of proper notice of copyright infringement.)
- Activities related to trafficking of illegal drugs, illegal gambling, pyramid schemes, obscene materials, or any other products or services that are prohibited under applicable law.
- Violations of export control laws.
- Any activities using the Services for disseminating or facilitating child pornography.

Internet Abuse: Concord prohibits any disruptive or abusing activities, including but not limited to the following:

- Denial of Service (DOS) attack activities targeting Concord or any other Internet users or hosts.
- Any activities that degrade or impair the operation of Concord servers and Platforms
- Disseminating software, running software, or posting messages that consume excessive CPU, bandwidth, or disk space usage.
- Subverting, or assisting others to subvert the security of any Concord system, server or Platform.
- Hacking, or gaining unauthorized access to Concord networks or any other network or user.
- Providing passwords to persons not authorized to receive such materials.
- Spoofing or any other activity to attempt to deceive or mislead other person regarding the true identity of the User.
- Distribution of virus, worms, Trojan Horses, or any computer code intended for malicious, disruptive, or destructive purposes.
- Port scanning or any other invasive activities against any server.
- Using Service to store, post, transmit, display or otherwise make available obscene, harassing, abusive, defamatory, slanderous, libelous or threatening language.
- Using Service to violate the privacy rights or stalk any other person.
- Using Service in any manner that may subject Concord to unfavorable regulatory action, subject Concord to any liability for any reason, or adversely affect Concord's public image, reputation or goodwill.

Inappropriate Content: Concord prohibits the following:

- Hate speech or hate propaganda.
- Adult content.
- Links to content that violates Concord Terms and Conditions.

The determination of Inappropriate Content is made solely by Concord.

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Server Abuse

- Concord prohibits any Customer Content or activities that use excessive server resources, or may adversely affect any other Customers.
- Customer understands that it may share server resources with other Customers. In order to provide a stable and reliable hosting environment for all customers, server resources are limited for each account, which may include, but is not limited to, CPU and memory usage, number of concurrent processes, number of concurrent port or database connections, session timeout, and total bandwidth usage.

Customer Responsibilities

- Customer is solely responsible for the uploading, maintenance, and quality of Customer Content.
- Customer will use best efforts to ensure Customer Content is free from viruses or other malicious code.
- Customer will cooperate fully with Concord in connection with Concord's performance of Services.
- Customer is solely responsible for providing its users with any required disclosures on its website.
- As provided by the Concord Software, Customer is solely responsible for making back-up copies of Customer Content. Concord will provide system level back-up and restore services identified on Concord invoice to Customer that may include Customer Content.

Reservation of Rights: Concord reserves the right to cooperate fully with appropriate law enforcement agencies in connection with any and all illegal activities occurring on or through the Service. Concord has no obligation to notify any person, including the Customer, regarding the information being sought, provided, or transferred in cooperation with law enforcement or legal order.

Non-Copyright Violations: Any report of abuse of the Service Usage Policy should be sent to Concord USA, Inc. Sufficient information to identify the abuser must be provided for any action.

Reporting Copyright Violations: Concord complies with all appropriate and current Copyright Acts. Notice of violation should be provided in a letter with the following information and sent to the address below:

(i) authorization of the owner of the copyright interest, (ii) a description of the infringed copyrighted work, (iii) location in detail of infringing work, (iv) all contact information, including mailing address, telephone number, and email address, (v) a good faith statement of the belief that the disputed use is not authorized by the copyright owner, its agent, or the law, (vi) a statement, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Copyright Infringement Notices should be sent to:

Concord USA, Inc.
P.O. Box 81428
Atlanta, GA 30366, USA.

Remedies: In general, Concord does not and is not under any obligation to monitor Customer website or activity to determine whether Customer is in compliance with this Policy or the Terms and Conditions. However, if Concord determines, at its sole discretion, that a Customer has violated this Policy, Corrective Action may be taken as described in the Application Hosting Agreement.

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