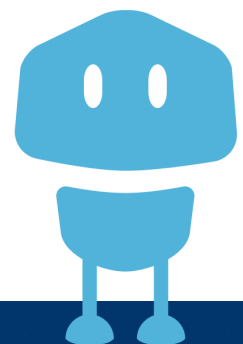# Acceptable Use Policy

1. General Consideration

The following provisions, also referred to as "the Acceptable Use Policy", have the purpose to ensure a responsible use of the internet, the infrastructure and the Services, and to avoid practices which degrade the usability and performance of the infrastructure and/or the data communication network provided by Byte (hereinafter referred to as the "Network").

These provisions compose a policy for a use of the infrastructure and the Network that is considered to be acceptable.

Customer undertakes at all times to fully comply with this Acceptable Use Policy and at Byte's request, Customer shall confirm its compliance.

2. Overall Principle

2.1   Customer may only use the Network and the infrastructure for lawful purposes. The use of the Network or infrastructure in violation of any applicable legislation or regulation is strictly prohibited. This includes, but is not limited to, transmission of copyrighted material without consent of the copyright owner, material that would constitute a violation of the privacy of third parties or that are abusive, harmful, obscene, or could constitute counterfeit and material protected by trade secret, irrespective of whether the Customer was aware of the content of the transmitted material or the applicable law.

2.2   Byte reserves the right to immediately remove any improper material or data and to block the use of the relevant portion(s) of the Network by Customer when its use or purpose does not meet this Acceptable Use Policy.

2.3   Byte will not communicate Customers' email addresses or other personal identification to any third party without prior written approval. Exceptions are made within the scope of judicial investigations to which Byte will fully cooperate.

3. The Network

3.1   The Network may be used by Customer to link into other networks worldwide and Customer agrees to conform to the acceptable use policies of these networks. Customers who violate system or network security may incur criminal or civil liability. Byte will fully cooperate

with law enforcement authorities in their investigations of suspected criminal violations, violation of systems or network security.

3.2   Customer shall not:
- deviate from the internet protocols and standards;
- circumvent user authentication or security of any host, network, or account (referred to as "hacking"), including any attempt to probe, scan or test the vulnerability of a system or network or account, nor interfere with service to any user, host, or network (referred to as "denial of service attacks");
- monitor data or traffic on any network or system without express authorisation of the owner of the system or network;
- use IP multicast other than by means provided and coordinated by Byte.

4. Shared infrastructure

4.1   Our Acceptable Use Policy implies that we do not set any limit on the use of our shared infrastructure. We consider an average use by our customers that is reasonable and proportional to the quantity of purchased product. As long as your use does not cause any overload issue for other customers, the limit of your use is not exceeded.

4.2   The Acceptable Use Policy was designed to ensure that the use of our products remains in accordance with the rules of the concept and the fundamental principles. Our offer was designed to ensure that overload goes unnoticed when the use is acceptable.

4.3   In practice, the application of our policy for using our shared infrastructure implies that:
- First of all, it is important to inform Byte as well and as much as possible about your wishes and expectations, so that Byte can offer you the most adequate solution;
- As soon as Byte considers that your use is excessive, you will be notified about this;
- In case of excessive use, Byte will contact you to find a more suitable solution;
- Your use can be limited to avoid overload issues that could affect other customers;
- The decision on whether or not your use is in accordance with a reasonable and proportional use lies entirely with Byte.

5. Electronic Communication

5.1   Customer shall not send any e-mail or other electronic communication to any person who did not agree to receive such communication. It is explicitly prohibited to send unsolicited bulk mail messages ("junk mail" or "spam") of any kind (commercial advertising, political tracts, announcements …) or to post the same or similar messages to large numbers of newsgroups (excessive cross-posting or multi-posting, also known as "Usenet spam").

5.2   Customer shall not forward or propagate chain letters, nor malicious e-mail.

5.3   Customer shall not add, remove or modify identifying network header information in an effort to deceive or mislead. Customer shall not attempt to impersonate any person by using forged headers or other identifying information.

6. Remedies

6.1   Without prejudice to article 2.2 of this Acceptable Use Policy Byte reserves the right to suspend the Services relating to the relevant Service Request:
- if Byte finds a violation of this Policy which is not remedied by Customer immediately after written notification thereof by Byte;
- if Byte is obliged to comply with an order, instruction or request of a competent law enforcement authority.

6.2   A violation of this Acceptable Use Policy shall, for reasons of clarity, qualify as a material breach under article 8.3 of the General Terms and Conditions of this Agreement.

7. Compensation

Customer will hold Byte harmless and indemnify Byte for (i) claims from third parties in relation to any content or material based on Byte's network or infrastructure; (ii) the violation of any applicable laws or regulations, including, but not limited to, any money laundering or similar regulations; and (iii) the violation of rules that govern the use of the internet (including but not limited to each breach of this Acceptable Use Policy) by Customer.