



Bista Solutions Acceptable Use Policies and Standards

Introduction and Purpose

This document sets forth the principles, guidelines and requirements of the Acceptable Use Policies and Standards of Bista Solutions Inc. governing the use by the Customer ("Customer") of Bista Solutions services and products ("Services and Products").

The Purpose of our Acceptable Use Policies and Standards (which we refer to as the "AUP"), is to comply with all Federal, State, Provincial, and local laws and protect server security, server availability, physical security, Customer privacy, and other factors affecting the services that we provide.

This AUP is not an all-inclusive exhaustive list. Bista Solutions reserves the right to modify the AUP at any time in our sole discretion. When a Customer signs up for any of Bista Solutions Inc.'s web-based licenses, the Customer agrees to be bound to the AUP including subsequent modifications. If a Customer violates the AUP, Bista Solutions may suspend or terminate the Customer's account or take such other action as Bista Solutions deems appropriate. No credits will be issued for any interruption in service resulting from policy violations.

VIOLATION OF ANY SECTION OF THE AUP IS STRICTLY PROHIBITED AND MAY RESULT IN THE IMMEDIATE TERMINATION OR SUSPENSION OF THE SERVICES CUSTOMER RECEIVES FROM BISTA SOLUTIONS INC.

Any questions or comments regarding the AUP should be directed to contact@bistasolutions.com.

Compliance with Law

Customer shall not post, transmit, re-transmit or store material on or through any of Services or Products which, in the sole judgment of Bista Solutions Inc. is (i) in violation of any local, provincial, state or federal law or regulation, (ii) threatening, obscene, indecent, defamatory or that otherwise could adversely affect any individual, group or entity (collectively, "Persons"), or (iii) violates the rights of any person, including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations including, but not limited to, the installation or distribution of "pirated" or other software products or content that are not appropriately licensed for use by



Customer. Customer shall be responsible for determining which laws or regulations are applicable to its use of the Services and Products.

System and Network Security

Violations of system or network security are strictly prohibited, and may result in criminal and civil liability. Bista Solutions investigates all incidents involving such violations and will cooperate with law enforcement officials if a criminal violation is suspected.

Examples of system or network security violations include, without limitation, and are not limited to, the following:

- Introduction of malicious programs into the network or server (example: viruses, worms, Trojan Horses, key loggers, and other executables intended to inflict harm).
- Effecting security breaches or disruptions of Internet communication and/or connectivity. Security breaches include, but are not limited to, accessing data of which the Customer is not an intended recipient or logging into a server or account that the Customer is not expressly authorized to access. For purposes of this section, "disruption" includes, but is not limited to port scans, flood pings, email-bombing, packet spoofing, IP spoofing and forged routing information. Executing any form of network activity that will intercept data not intended for the Customer's hosting space.
- Interfering with or denying service to any user, host, or network other than the Customer's host (example: denial of service attack or distributed denial of service attack).
- Using any program script/command, or sending messages of any kind, designed to interfere with or to disable, a user's terminal session, via any means, locally or via the Internet.
- Failure to comply with Bista Solutions procedures relating to the activities of Customers on the Bista Solutions premises.

Customers who violate these policies are responsible, without limitations, for the cost of labor to correct all damage done to the operation of the network and business operations supported by the network. Such labor is categorized as emergency security breach recovery and is currently charged at the cost of labor required. Network interference by any Customers that may cause or is currently causing network interference with another Customer will be disconnected immediately. No service credits will be issued to Customers disconnected for network violations.

All file transfers must be accomplished by encrypted secure FTP. (SFTP or SSH protocol)



Customers are responsible for the protection and security of system user passwords.

Internet Etiquette

Each Customer is expected to execute reasonable Internet etiquette (Netiquette), the accepted behavior and expectations of the Internet community. The Customer will comply with the rules appropriate to any network to which Bista Solutions may provide access. The Customer should not post, transmit, or permit Internet access to information the Customer desires to keep confidential. The Customer is not permitted to post any material that is illegal, libelous, and tortuous, indecently depicts children, or is likely to result in retaliation against Bista Solutions by offended users. Bista Solutions reserves the right to refuse or terminate service at any time for violation of this section. This includes content posted on Forums and Blogs.

Decency

Customer is not permitted to post or process any information that is illegal, inappropriate or in bad taste. Bista Solutions reserves the right to immediately remove anything deemed indecent to the general public and discontinue services to the offending party.

Copyright Infringement

Bista Solutions hosting and storage space may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of laws, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or other intellectual property rights; including creating, utilizing, distributing unauthorized copies of software, or the use of BitTorrent or other types of technologies utilized in the distribution of illegally copied materials. If Customer copies, distributes or installs software in defiance of the license agreement, Customer is violating federal copyright law. Bista Solutions will cooperate with all law enforcement agencies in relation to alleged copyright infringement housed on our servers.

Hosting Policy - Applies to Customer's employees and third-party contractors

Data Unlawful or In Violation of the AUP: Promoting violation of the law or the AUP by hosting data that facilitates the violation is prohibited, including but not limited to:

- Hosting web pages that detail the methodology of committing unlawful acts, or acts violating this AUP.



- Hosting malicious scripts.
- Advertising, transmitting, storing, or using any software, script, program, product, or service designed to violate this AUP.
- Harvesting - The collection of email addresses, credit card information, or other personal information for fraudulent use or sale is prohibited.
- Phishing. Hosting web pages with forwards to, containing scripts or executables for, or any other component of an operation designed to fraudulently collect authentication, credit card, names, addresses, or any other personal data is prohibited.

Any disruption to the function of the web servers or breaches of security due to insecure scripts will be cause for immediate termination of your account.

Mailing Lists

Bista Solutions mass mailing rules also apply to mailing lists, list servs, or mailing services contracted for by Customer. The policy is stated as follows: An acceptable mailing list will be focused at a targeted audience that has voluntarily signed up for email information using an opt-in process or that has made their e-mail address available to Customer for distribution of information.

Suspension and Cancellation

If Bista Solutions determines that Customer has breached any of the Policies and Standards set forth in this AUP, Bista Solutions will make reasonable efforts to notify the Customer and resolve the problem with the least amount of service interference that is reasonably possible. However, pending such notification, Bista Solutions reserves the sole right to suspend service to any Customer, without notice, if we determine that the breach constitutes an immediate and critical violation of the AUP. Customer will be billed for Bista Solutions time to correct a violation of the AUP at Bista Solutions Service Fees then in effect. Customer will not be entitled to any credit or refund for such suspension of service. Bista Solutions will not be responsible for direct or consequential damages that are suffered by Customer on account of disruptions in service due to a suspension of service on account of a violation of the AUP.

If Bista Solutions determines that the violation of the AUP is intentional and malicious on the part of the Customer or the result of careless indifference or gross negligence in the Customer's supervision of its third-party contractors or employees, Bista Solutions may terminate Customer's account, cease providing services, disable Customer's web site, and decline to reactivate the Customer's account. In such event, Customer will not be entitled to any credit or refund of fees paid or accrued by



Customer up to the date of such termination and Bista Solutions will not be responsible for any direct or consequential damages that are suffered by Customer on account of such termination of service.

This AUP can be amended at any time without notice by posting the new policy in this location:
<https://www.acumenbook.com/ContactUs.aspx>

Any new or modified policy will become effective immediately upon such posting. It is the Customer's responsibility to check this page regularly.