

## **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 Easyhost (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 Easyhost'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 Easyhost 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 Easyhost will not communicate Customers' e-mail addresses or other personal identification to any third party without prior written approval. Exceptions are made within the scope of judicial investigations to which Easyhost 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. Easyhost 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 Easyhost.

## **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 Easyhost as well and as much as possible about your wishes and expectations, so that Easyhost can offer you the most adequate solution;
- As soon as Easyhost considers that your use is excessive, you will be notified about this;
- In case of excessive use, Easyhost 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 Easyhost.

## **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 Easyhost reserves the right to suspend the Services relating to the relevant Service Request:

- if Easyhost finds a violation of this Policy which is not remedied by Customer immediately after written notification thereof by Easyhost;
- if Easyhost 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 the General Terms and Conditions of this Agreement.

## **7. Indemnification**

Customer will hold Easyhost harmless and indemnify Easyhost for (i) claims from third parties in relation to any content or material based on Easyhost'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.

## **8. Digital Services Act, measures and procedures**

8.1 Easyhost (including its subsidiaries) adheres to the measures set out in the EU Regulation no. 2022/2065 - Digital Services Act ("DSA"). Users are responsible for the content they upload, share, or otherwise make available on our services. Any content that violates the DSA, other applicable law or our Terms & Conditions may be subject to removal, and users may be subject to account suspension or termination on team.blue's initiative.

8.2. We will cooperate with relevant authorities as required by the relevant regulation and DSA, including providing information (including personal data) and assistance in investigations. The single point of contact will be reachable, at the following email address: [abuse@easyhost.be](mailto:abuse@easyhost.be) (the "Abuse Email").

8.3 If any person or entity is aware of the presence of specific items of information and/or content on Easyhost that individual or entity considers to be illegal content, the individual or entity may contact Easyhost at the Abuse Email and send a report (the "Report") that meets all of the requirements below:

- (a) a sufficiently substantiated explanation of the reasons why the individual or entity alleges the information in question to be illegal content; and
- (b) a clear indication of the exact electronic location of that information, such as the exact URL or URLs, and, where necessary, additional information enabling the identification of the illegal content adapted to the type of content and to the specific type of hosting service; and
- (c) the name and email address of the individual or entity submitting the notice, except in the case of information considered to involve one of the offences referred to in Articles 3 to 7 of Directive 2011/93/EU; and
- (d) a statement confirming the genuine belief of the individual or entity submitting the notice that the information is accurate and complete.

8.4 Once Easyhost receives a report, it will send a confirmation receipt to the individual or entity without undue delay. Where a Report meets the above requirements, Easyhost will notify that person or entity of its decision, providing a "statement of reason". ComEasyhostbell is not required to undertake a detailed legal examination of the facts in the Report, but must carry out a review at the level expected of a diligent hosting provider.

8.5 If the individual or entity does not agree with Easyhost's decision, they may contact Easyhost once again, at the Abuse Email, setting out the reasons they do not agree with the decision. Easyhost will examine the request and communicate the final decision to the individual or entity. Notwithstanding the above process, the individual or entity may also report the allegedly illegal content or activity to public authorities in order to defend its rights.

8.6 To enhance transparency and in compliance with the DSA, Easyhost may publish reports

outlining its content moderation practices, including the number and nature of content removals and user accounts suspended or terminated.