

ACCEPTABLE USE POLICY

OVERVIEW:

Sensible Softwares Private Limited (Hereinafter known as Sensible Softwares or Sensible) have formulated this Acceptable Use Policy ("AUP") in order to encourage the responsible use of Sensible's networks, systems, services, Web sites and products (collectively, the "Services") by our customers and other users of the Sensible's Network and Services (collectively, "Users"), and to enable Sensible Softwares to provide Users with secure, reliable and productive services.

Sensible Softwares reserves the right to modify this AUP in its discretion at any time. Such modifications will be effective when posted. Any use of the Sensible's Network and Services after such modification shall constitute acceptance of such modification.

This AUP includes by reference the terms and conditions and policies, including the Terms of Services and Privacy Policy, that are referenced here. You agree and warrant that you will not use (or plan, encourage or help others to use) any Sensible's service for any purpose or in any manner that is prohibited by these terms and conditions, law, regulation, or other prohibition. It is your responsibility to ensure that your use of this service complies with these terms and conditions.

While it is not our intent to control or monitor your online experience or the content of your online communications, we may edit or remove content that we deem to be in violation of the AUP or that we otherwise deem harmful or offensive. The AUP applies to all aspects of the Sensible's Services.

You are entirely responsible for maintaining the confidentiality of your password and account information, as well as the security of your network. For the most part, simply exercising good judgment and common sense while using the Service should enable Users to remain within the purview of acceptable conduct as further described in this AUP. The categories listed below are intended merely to serve as guidelines regarding appropriate and inappropriate conduct; the list is by no means exhaustive and should not be interpreted as such.

Intentions for publishing an Acceptable Use Policy are not to impose restrictions that are contrary to Sensible Software's established culture of openness, trust and integrity. Sensible Software's is committed to protect its employees, Owners and the company from illegal or damaging actions by individuals, either knowingly or unknowingly.

RIGHTS OF SENSIBLE SOFTWARES:

If Users engage in conduct while using the Sensible Softwares Services that is in violation of the AUP or is otherwise illegal or improper, we reserve the right to suspend and possibly terminate any product or service provided by Sensible Softwares or the User's access to the Service. In most cases, we will attempt to notify you of any activity in violation of the AUP and request that the User cease such activity; however, in cases where the viability of the Sensible Softwares Network and Services are potentially threatened or cases involving UCE/SPAM, mail relaying, alteration of your source IP address information, denial of service attacks, illegal activities, harassment or copyright infringement, we reserve the right to suspend your Service or the User's access to the Service, at Sensible's sole discretion, without notification. In addition, we may take any other appropriate action, legal or otherwise, against a User for violations of the AUP, which may

include termination of the Service. We do not make any promise, nor do we have any obligation, to monitor or police activity occurring via the Service and will have no liability to any party, including you, for any violation of the AUP.

POLICY:

You agree comply with the following while using the Sensible's website or Services:

- i. You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the India or other relevant countries).
- ii. You agree not to access (or attempt to access) any of the Services with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by Sensible Software or other generally available third-party web browsers (such as Microsoft Internet Explorer or Mozilla Firefox), including but not limited to browser automation tools, or unless you have been specifically allowed to do so in a separate agreement with Sensible Softwares. You specifically agree not to access (or attempt to access) any of the Services through any automated means and shall ensure that you comply with the instructions set out in any file present on the Services.
- iii. You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).
- iv. Unless you have been specifically permitted to do so in a separate agreement with Sensible Softwares, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.
- v. You agree that you are solely responsible for (and that Sensible Softwares has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Sensible Softwares may suffer) of any such breach.
- vi. You agree not to Post, publish or transmit any text, graphics, or material that: (i) is false or misleading; (ii) is defamatory; (iii) invades another's privacy; (iv) is obscene, pornographic, or offensive; (v) promotes bigotry, racism, hatred or harm against any individual or group; (vi) infringes another's rights, including any Intellectual Property Rights (as defined in the Terms of Service); or (vii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
- vii. You agree not to access, tamper with, or use non-public areas of the Sensible's website, Sensible's computer systems, or the technical delivery systems of Sensible's providers;
- viii. You agree not to attempt to probe, scan, or test the vulnerability of any system or network or breach any security or authentication measures;

- ix. You agree not to send unsolicited email, junk mail, "spam," or chain letters, or promotions or advertisements for products or services;
- x. You agree not to forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Sensible Software website or Services to send altered, deceptive or false source-identifying information;
- xi. You agree not to attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Sensible Software website or Services;
- xii. You agree not to Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, phishing or mail-bombing the Sensible Software website; or plant malware on Sensible Software's computer system, those systems of Sensible Software's providers, or otherwise use the Sensible Software website or Services to attempt to distribute malware;
- xiii. You agree not to harvest or collect information about visitors to the Sensible Software website without their express written consent;
- xiv. You agree not to Impersonate or misrepresent your affiliation with any person or entity;
- xv. You agree not to use unapproved Plug-ins. Please check with Sensible Softwares for approved listing and you can apply for a new Plug-ins as a Professional or Enterprise Edition client through our dedicated support page; or
- xvi. You agree not to run any program or script that places undue load on the Sensible Software servers as determined by the Sensible Software infrastructure support team at their sole discretion.
- xvii. You agree that you will cooperate with appropriate law enforcement agencies and other parties involved in investigating claims of illegal or inappropriate activity. Sensible Softwares reserves the right to disclose customer information to the extent authorized by federal surveillance statutes.
- xviii. As the Internet is an inherently open and insecure means of communication, any data or information a User transmits over the Internet may be susceptible to interception and alteration. Subject to our Online Privacy Policy, we make no guarantee regarding, and assume no liability for, the security and integrity of any data or information a User transmits via the Service or over the Internet, including any data or information transmitted via any server designated as "secure."
- xix. Sensible Softwares reserves the right to modify this Acceptable Use Policy at any time without notice. In most cases, we will attempt to notify you, our Customer, of any such modifications either via e-mail or by posting a revised copy of the AUP on our Website.