

Acceptable Use Policy (AUP) for Internet Users

This Acceptable Use Policy (AUP) is defined by Tikona Ininet Private Limited ("TIPL" "Tikona") and applies to all subscribers. The purpose of this policy is to establish guidelines for acceptable and unacceptable behaviour while using the internet. Please note that TIPL reserves the right to modify the AUP as necessary in accordance with changes in regulations, guidelines, or directives from the government. Any such changes will be binding on all TIPL subscribers.

Governance of AUP:

1. **Compliance:** Compliance with the AUP is a contractual requirement. If a subscriber violates the terms and conditions of the AUP, their account or service may be suspended or terminated without prior notice.
2. **Restoration of Services:** Restoration of a blocked or suspended service is solely at the discretion of TIPL and may require a written compliance agreement from the subscriber and the payment of administrative charges, if applicable.
3. **Editorial Control:** TIPL does not exercise editorial control or review over the content of any website, electronic mail transmission, newsgroup, or other material created or accessible over or through the Service. However, TIPL may remove, block, filter, or restrict any materials that, in TIPL's sole discretion, may be illegal, may subject TIPL to liability, or may violate this AUP.
4. **Legal Obligations:** TIPL is obligated under Indian laws to provide information to law enforcement agencies and public or government bodies that are legally authorized to obtain such information.

Clauses of AUP: The Subscriber agrees not to use the Service:

1. **Objectionable Content:** For sending or receiving any objectionable, obscene, or unauthorized content.
2. **Copyright Infringement:** For any content, messages, or communications that infringe copyright, intellectual property rights, international and domestic cyber laws, in any form or inconsistent with the laws of India.
3. **Unauthorized Access:** For hacking or gaining unauthorized access to any computer systems on the internet.
4. **IP Forgery and Port Scanning:** To run any internet protocol ("IP") forging or port scanning software to deliberately affect remote machines.
5. **Anti-national Activities:** To use the Service for any anti-national activities that would be construed as an offense punishable under the Indian Penal Code or other applicable laws.
6. **Unlawful Transmission:** To transmit any information or material (by uploading, posting, email, or otherwise) that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, pornographic, libellous, invasive of another's privacy, threatening, menacing, offensive, hateful, or racially, ethnically, or otherwise objectionable.
7. **Breach of Agreement:** To transmit any material (by uploading, posting, email, or otherwise) in breach of this Agreement, including any materials that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).

8. Intellectual Property Rights: To transmit any material (by uploading, posting, email, or otherwise) that infringes any patent, trademark, trade secret, copyright, or other intellectual property rights of any third party.

9. Unsolicited Advertising: To transmit (by uploading, posting, email, or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

10. Malicious Software: To transmit any material (by uploading, posting, email, or otherwise) that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

11. Harm to Minors: To harm or threaten to harm minors in any way.

12. Unsolicited Emails: To send emails from TIPL Networks to recipients who do not wish to receive such emails.

13. Impersonation: To send any emails with forged header information or attempt to impersonate any other individual or organization.

14. Service Interference: To interfere with or disrupt the Service or servers or networks connected to the Service or disobey any requirements, procedures, policies, or regulations of networks connected to the Service.

15. Website Hacking: To hack into the TIPL website or any other related computer system, make excessive traffic demands, forward chain letters, surveys, contests, pyramid schemes, or engage in any other behaviour that may reasonably be expected to inhibit other users from using and enjoying the website or any other website or damage or destroy the reputation of TIPL or any third party.

16. Reselling or Advertising: To resell or advertise to resell the Services without TIPL's authorization.

17. Unsolicited Commercial Emails: To use the Service to send unsolicited commercial or bulk electronic mail messages to anyone.

By using the TIPL internet services, subscribers acknowledge their acceptance of this AUP and agree to abide by its terms and conditions.

Date of Release: 1st June 2023