

Acceptable Use Policy

This Acceptable Use Policy (this “AUP”) is incorporated by reference in your Hosted Agreement (“HA”). Your use of Services under the HA is subject to this AUP. Unless otherwise defined in this AUP, capitalized terms have the meaning given in the HA.

Superhub may add, delete or modify any provision of this AUP at any time without notice, effective upon posting of the modified AUP on Superhub’s Service Portal: portal.superhub.com.hk. You are expected to check the AUP from time to time and take notice of any changes that Superhub makes as they are legally binding on You.

Superhub may suspend or terminate Your Services without notice if it determines that You are in violation of the AUP. No credit will be available under Your Service Level Agreement (“SLA”) for interruptions of Services resulting from AUP violations. Under this AUP “You” shall also mean any User of your Account.

You are independently responsible for complying with all applicable laws related to Your use of the Services, regardless of the purpose of the use. Superhub encourages You to report violations to abuse@superhub.com.hk. You may be in violation of this AUP if Superhub determines that You are intentionally or unintentionally using the Services to engage in or foster disruptive, unlawful or abusive behavior, or encouraging others to engage in or foster such behavior, including but not limited to:

- breaching any applicable local, national or international law or regulation.
- generating or facilitating unsolicited bulk or commercial email in violation of the The Unsolicited Electronic Messages Ordinance (UEMO) or any other laws and regulations applicable to bulk or commercial email, including but not limited to sending any communications to persons who indicate that they do not wish to receive them;
- violating the rules and conventions for postings to any bulletin board, chat group, or other online forum or violating the rules of any other network which You access using the Services.
- Violating or misappropriating the legal rights of others, including but not limited to privacy rights and intellectual property rights, or exposing trade secrets or other confidential information of others;
- intentionally distributing viruses, worms, Trojan horses, corrupted files, hoaxes, or other malicious software code;
- interfering with the use of the Services, or the equipment used to provide the Services, including but not limited to exceeding allowed bandwidth by transferring excess data, or using any Services or system in a way that consumes a disproportionate share of the resources or otherwise interferes with the normal operation of the shared Services or system;

- altering, disabling, interfering with, or circumventing any aspect of the Services, including but not limited to permitting or facilitating unauthorized access to the Services (whether through distribution of malicious software code or by any other means).
- probing, scanning, penetrating, reverse engineering, or testing the vulnerability of any Superhub system, software or network (unless authorized in writing by Superhub) or breaching Superhub's security measures, whether directly or indirectly.
- using Superhub's Services or equipment to publish, transmit (live or otherwise) or store any content or links to any content that Superhub determines to be offensive, including but not limited to content that is illegal; immoral; sexual; excessively violent; deceptive or fraudulent; defamatory; malicious; containing offensive content; violating a person's privacy; harassing; threatening; creating a risk to personal or public health or safety; promoting or soliciting an illegal activity; promoting discrimination based on race, sex, religion, disability, sexual orientation, or age; or any content or links thereto that may result in retaliation or legal action against Superhub by an offended party;
- using the Services, or a component of the Services, for any unlawful, offensive, harmful, invasive, infringing, defamatory, misleading, or fraudulent purpose; and
- using the Services in any manner not authorized by Superhub, or in any manner that Superhub reasonably believes to be damaging to its reputation, business, system, network, or Services.

You shall not:

- reproduce, duplicate, copy or re-sell any part of Superhub's website in contravention of the provisions of our terms of website use;
- access without our authority, interfere with, damage or disrupt:
 - a. any part of Superhub's website;
 - b. any equipment or network on which Superhub's website is stored;
 - c. any software used in the provision of Superhub's website; or
 - d. any equipment or network or software owned or used by any third party.

You acknowledge the limitations of the Services:

- **Filtering.** Superhub provides certain services designed to filter unwanted email, such as spam, phishing scams, and email infected with viruses. You acknowledge that the technological limitations of the filtering service will likely result in the capture of some legitimate email, and the failure to capture some unwanted email, including email infected with viruses. Email that is quarantined by the filtering system is excluded from the SLA.
- **Delivery Failures.** Superhub will use commercially reasonable efforts to deliver Your email messages. Third party filtering services may from time to time prevent successful delivery of Your messages.
- You hereby release Superhub and its employees, agents, suppliers, and affiliates from any liability of damages arising from the failure of Superhub's filtering services to capture unwanted email or from a failure of Your email to reach its intended recipient as a result of a filtering service used by the recipient or the recipient's email service provider.



- Storage limitations. Mail that exceeds the storage limit when received may be permanently lost. You may adjust the storage capacity of Your individual mailboxes via the control panel, and it is Your obligation to monitor and adjust the storage capacity of individual mailboxes as needed. An individual email message that exceeds the per-message size limit may also be permanently lost.
- System Abuse. You may not use the Services in a way that creates technical disturbances for other Superhub mail customers or for the Superhub systems generally.
- No Shared Mailboxes. Each mailbox may be used by one natural person at a time. Attempts to log into a single mailbox simultaneously from more than one computer are prohibited. You may not use automated tools such as “Fetchmail” or “Microsoft Exchange Connector” to virtualize one mailbox into multiple mailboxes.
- Automated Use. Mailboxes are not designed for automated use, such as sending email from web servers, or receiving email from automated programs. Such use is permitted provided that You do not violate the Host Agreement or disrupt the normal operation of the mail system, but Superhub does not provide technical support for this type of use.