

Services User Policy (SUP)

Recitals

Failure to comply with this SUP will result in the immediate suspension or interruption of the Service (in accordance with the corresponding supply conditions. All requests for information concerning the content of this document must be addressed by opening a special ticket on the website, <https://arubadomains.com>, or by sending an email to support@arubadomains.com.

Breaches

Use of the Namecase network and services to engage in and/or promote illegal, abusive, or irresponsible behaviour is prohibited, including:

- Unauthorised access to or unauthorised use of data, systems or networks, including any attempt to probe, examine or test the vulnerability of a system or network or to breach security or authentication measures without the express permission of the owner of the system or network;
- Engaging in activities that interfere with use of the Service by any user thereof, including, but not limited to, attacks using pirated software, cracks, key generators, serials, any type of cyberattacks including DOS attacks, viruses or other harmful components or deliberate attempts to overload a transmission system;
- The collection or use of email addresses, names or other identifiers without the consent of the data subject (including, but not limited to, spamming, phishing, internet scams, password theft, spidering);
- The collection or use of third-party information without the consent of the information owner;
- The use and/or dissemination of any false, misleading, deceptive information including, but not limited to, the use of emails, social networks or other channels;
- Use of the service for the distribution of software that fraudulently collects information about a user or fraudulently transmits information about the user;
- The use of the service for the distribution of so-called "adware" software unless: (i) the user has given explicit consent to downloading and installing the software on the basis of a clear and clearly visible warning about the nature of the software; (ii) the software is easily removable with the use of standard tools for this purpose, included in the main operating systems (such as, by way of example, Microsoft "ad/remove");
- Offering information to the public (text or graphics) via the services made available that is detrimental to Namecase's image.

Using system resources

The user may not use the service in a manner that interferes with the normal operation of Namecase services. In such circumstances, Namecase may request a return to normal levels if, at its sole discretion, such non-compliant use conflicts with the use of services by other users. The user undertakes not to use faulty equipment or equipment that is not certified in accordance with European standards, or which features

malfunctions that may damage the integrity of the network and/or disrupt the Services and/or generate risks to the physical safety of people. Namecase does not provide any guarantee concerning the compatibility of equipment and programs (hardware and software) used by the Customer with the Service. All the corresponding checks shall fall under the sole responsibility of the Customer.

Vulnerability Testing (PenTest)

The user may not in any way attempt to probe, examine, penetrate or test the vulnerability of the Namecase network system or to violate Namecase's security or the related authentication procedures, by means of either passive or invasive techniques, without Namecase's express written consent, nor may it carry out such activities through the service provided by Namecase with respect to the networks and/or the information of Third Parties without their express consent.

Offensive content

It is prohibited to post, transmit or store on or through the Namecase network and equipment any content or links to content that Namecase reasonably believes:

- to constitute, depict, encourage, promote or refer in any way to paedophilia, racism, fanaticism or pornographic content that is not included in compliance with the regulations in force and accessible only to people of legal age;
- to be excessively violent, incite violence, contain threats, harassment or hate speech;
- to be unfair or misleading in relation to the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- to be defamatory or violate a person's privacy;
- to create a risk to personal safety or health, a risk to public safety or public health, compromise national security or interfere with investigations by the Courts;
- to improperly disclose trade secrets or other confidential or proprietary information belonging to third parties;
- to have the purpose of helping third parties circumvent copyright regulations;
- to infringe the copyrights of third parties, and the trademarks, patents or other proprietary rights of others;
- to promote illegal drugs, breach laws on export control, or relate to illegal gambling or illegal arms trafficking;
- to be otherwise unlawful or solicit unlawful conduct under the applicable laws in the relevant jurisdiction of the Customer or Namecase;
- to be otherwise harmful, fraudulent or liable to the filing of legal action against Namecase.

Content "published or transmitted" over the Namecase network or infrastructure includes Web content, e-mails, chats, and any other type of Internet-based publication or transmission.

Copyrighted material

Use of the Namecase network to download, publish, distribute, copy or make use of any work in text form, music, software, art,

image or anything else protected by copyright is prohibited, except when:

- it has been expressly authorised by the copyright holder;
- it is otherwise permitted by applicable copyright laws in the relevant jurisdiction.

Final provisions

- The Customer undertakes to provide Namecase with its personal data which is necessary for the full and correct performance of the contract; it also guarantees, under its own personal and exclusive responsibility, that the aforementioned data is correct, up to date and accurate and makes it possible to determine its true identity. The Customer undertakes to notify Namecase of any change in the data provided, promptly and in any case no later than 15 (fifteen) days from the date on which such change occurs, and also, at any time and at Namecase's request, to provide adequate proof of its identity, domicile or residence and, where appropriate, of its capacity as legal representative of the legal entity that requests the Service or is the authorised user thereof. On receipt of the aforementioned communication, Namecase may request additional documents from the Customer as evidence of reported changes. In the event that the Customer fails to provide Namecase with the aforementioned notification or the required documents, or in the event that it has provided Namecase with data that is false, not up to date or incomplete or data that Namecase, at its sole discretion, has reason to consider such, Namecase reserves the right to:
 - a) reject the request submitted by the Customer concerning operations to be performed in connection with the Service;
 - b) suspend the services with immediate effect, without notice and for an indefinite period;
 - c) cancel and/or interrupt without notice any operations for modification of the data associated with the Service;
 - d) terminate the contract.
- The Customer undertakes to observe the rules on the good use of network resources commonly defined as "Netiquette".