

Acceptable Use Policy

This Acceptable Use Policy (this "Policy") supplements the Terms of Service Agreement (the "Agreement") under which iservicesolution.com. ("we" or "us") provides web hosting and related services to you (the "Services"). All terms not defined herein have the meaning assigned to them in the Agreement.

This Policy is designed to protect the security, integrity, reliability, and privacy of both our network and the Services as we offer them to our other customers. We reserve the right to modify this policy at any time, effective immediately upon posting of the modification. Your use of the Services constitutes your acceptance of this Policy in effect at the time of your use. You are solely responsible for any and all acts and omissions that occur during or relating to your use of the Services, and you agree not to engage in any unacceptable use of the Services as described herein.

All complaints of abuse, violation and misuse of the Services, whether described in this Policy or otherwise, shall be investigated promptly. If you are not sure if your actions will be an abuse, violation or misuse, please ask first at [abuse@iservicesolution.com].

A. What Uses are Prohibited?

Unacceptable uses includes but are not limited to, the following:

1. Posting, transmission, re-transmission, or storing material on or through the Services, if in the sole judgment of us such posting, transmission, re-transmission or storage is: (a) in violation of any local, national, or applicable foreign law or regulation (including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations); (b) threatening or abusive; (c) indecent; or (d) defamatory. You shall be responsible for determining what laws or regulations are applicable to your use of the Services. You may not use the Service in any way that may expose us to criminal or civil liability.

Prohibited uses include, but are not limited to, drug dealing; attempting without authorization to access a computer system; pirating (distributing copyrighted material in violation of copyright law, specifically MP3s, MPEGs, ROMs, and ROM emulators); gambling, without a license; schemes to defraud; trafficking in obscene material; sending a message or having content that is obscene, lewd, lascivious, filthy, or indecent with intent to annoy, abuse, threaten, or harass another person; threatening bodily harm or damage to individuals or groups; violating any export restrictions; stalking; or violating other laws. Linking to illegal material is also prohibited.

2. Installation or distribution of "pirated" or other software products, materials or content that are not appropriately licensed for use by you or your users.

3. Resale of the Services without the express prior written consent of us (that is, unless you become an authorized reseller pursuant to our Reseller Program).

4. Deceptive marketing practices.

5. Actions that abuse, restrict or inhibit anyone - whether another customer of ours or otherwise - in his or her use or enjoyment of the Services, including by generating excessive network traffic through the use of automated or manual routines that are not related to ordinary personal or business use of the Services.

Abuse includes any use of the Services that disrupts the normal use of the Services for anyone. Examples of system abuse include running excessive numbers of processes or consuming excessive amounts of CPU time, memory or disk space.

6. Introduction of malicious programs into the Services, including our computer networks (e.g., viruses, trojan horses and worms).

7. Causing or attempting to cause security breaches or disruptions of Internet communications. Examples of security breaches include but are not limited to accessing data of which you are not an intended

recipient, or logging into a server or account that you are not expressly authorized to access. Examples of disruptions include but are not limited to port scans, flood pings, packet spoofing and forged routing information.

8. Executing any form of network monitoring that will intercept data not intended for you.
9. Circumventing user authentication or security of any host, network or account.
10. Interfering with or denying service to anyone other than your own websites (e.g., a denial of service attack).
11. Using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable anyone's terminal session.
12. Failing to comply with our procedures relating to the activities of customers the Services.
13. Furnishing false or incorrect data on an order form contract (electronic or paper) including fraudulent use of credit card numbers or attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization or other methods we may use to document "use" of the Services.
14. Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material, who were not previous customers of yours or with whom you do not have an existing business relationship (e.g., e-mail "spam"); or distributing, advertising or promoting software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or spam.
15. Harassment, whether through language, frequency, or size of messages.
16. Unauthorized use or forging of mail header information.
17. Solicitations of mail or any other e-mail address other than that of the poster's account or service, with the intent to harass or collect replies.
18. Creating or forwarding "chain letters" or other "pyramid schemes" of any type.
19. Use of unsolicited e-mail originating from within the Services or networks of other Internet Service Providers on behalf of or to advertise any service hosted by us or connected via the Services.
20. Exporting, re-exporting, or permitting downloads of any content in violation of applicable export or import laws or without all required approvals, licenses and exemptions.
21. The presence of the following programs or the activities associated with them, regardless of whether or not any actual intrusion results in the corruption or loss of data: server broadcast messages or any message sent on an intrusive basis to any directly or indirectly attached network; attempts to circumvent any user authentication or security of host, network, or account; accessing data not intended for user; probing the security of any network; spawning dozens of processes; port scans, ping floods, packet spoofing, and forging router information; denial of service attacks, sniffers, flooding, spoofing, ping bombing, smurfs, winnuke, land and teardrop; promulgation of viruses; and IRC bots, such as egg-drop or BitchX.
22. Illegal sale or distribution of pharmaceutical drugs or illicit substances.
23. Using false information in the Whois records for any of your domain names.

B. Further Restrictions and Requirements

1. Your Uploaded Materials must comply with all the following restrictions:
 - (a) Your Uploaded Materials may not contain any sexual or erotic material that depicts persons under the age of eighteen (18) or in a manner that suggests that they are under the age of eighteen (18).
 - (b) Your Uploaded Materials may not contain any illegal, unlawful, defamatory, fraudulent, libelous, harmful, harassing, abusive, threatening, invasive of privacy or publicity rights, hateful, racially or ethnically offensive.
 - (c) Your Uploaded Materials may not depict illegal activities, promote or depict physical harm or injury against any group or individual, or promote or depict any act of cruelty to animals.
 - (d) Your Uploaded Materials may not contain material that impersonates any person or entity or otherwise misrepresents you or Your Website's users in any way.
 - (e) Your Uploaded Materials must not contain software viruses or any computer code, file or program designed to interrupt, destroy, limit or monitor the functionality of any computer software or hardware or any telecommunications equipment.
 - (f) Your Uploaded Materials may not contain torrents, "warez" or similar content.
 - (g) Your Uploaded Materials may not contain stolen scripts.
 - (h) Your Uploaded Materials may not contain content that promotes terrorism or any kind of ethnic, social or religious discord.
 - (i) Your Uploaded Materials may not contain any content depicting or related to incest, snuff, scat or the elimination of bodily waste on another person, mutilation, rape, or bestiality.

2. Even if you are not subject to United States law, you must inspect and maintain written documentation sufficient to satisfy United States statute 18 U.S.C. § 2257 and other similar laws to confirm that all individuals in your Upload Materials are over the age of (18) years, even if you are not subject to the jurisdiction of the United States.

3. Even if you are not subject to United States law, you must comply with the requirements of the Digital Millennium Copyright Act (the "DMCA"), codified as 17 U.S.C. § 512.

4. Even if you are not subject to European Union Law, you must comply with the requirements of EU Directive 2009/58/EC (the "EU Cookie Law"), and you must provide clear and comprehensive information about the purposes of, storage of and access to cookies and related technologies used by you and receive the proper consent as required by the EU Cookie Law.

5. You may not disable, circumvent, or otherwise interfere with security related features of the Services or features that prevent or restrict use or copying of any content or which enforce limitations on the use of the Services.

You are prohibited from utilizing the Services to compromise the security of the Services or at any other site. Use or distribution of tools designed for compromising security or containing viruses or trojans are prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

If you are involved in violations of system security, we reserve the right to release all relevant information involved in such violations to system administrators at other sites in order to assist them in resolving security incidents. We will also fully cooperate with law enforcement authorities in investigating suspected lawbreakers.

6. Even if you are not subject to United States law, you must comply with the CAN-SPAM Act of 2003 and other laws and regulations applicable to bulk or commercial e-mail. In addition, you must obtain our advance approval for any bulk e-mail, which will not be given unless you are able to demonstrate all of the following to our reasonable satisfaction:

- (a) Your intended recipients have given their consent to receive e-mail via some affirmative means, such as an opt-in procedure.
- (b) Your procedures for soliciting consent include reasonable means to ensure that the person giving consent is the owner of the e-mail address for which the consent is given.

- (c) You retain evidence of the recipient's consent in a form that may be promptly produced on request, and you honor our requests to produce consent evidence within 72 hours of receipt of the request.
- (d) You have procedures in place that allow a recipient to easily revoke their consent - such as a link in the body of the e-mail, or instructions to reply with the word "Remove" in the subject line. Revocations of consent must be honored within 72 hours, and you must notify recipients that their revocation of their consent will be honored in 72 hours.
- (e) You must post an e-mail address for complaints (such as abuse@yourdomain.com) in a conspicuous place on any website associated with the e-mail, you must register that address at abuse.net, and you must promptly respond to messages sent to that address.
- (f) You must have a privacy policy posted for each domain associated with the mailing.
- (g) You have the means to track anonymous complaints.
- (h) You may not obscure the source of your e-mail in any manner. Your e-mail must include the recipients e-mail address in the body of the message or in the "TO" line of the e-mail.

These policies apply to messages sent using the Services, or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site or an e-mail address hosted via the Services. In addition, you may not use a third party e-mail service that does not practice similar procedures for all its customers. We reserve the right to test and otherwise monitor your compliance with our requirements, and may block the transmission of e-mails that violate these provisions.

You may not use the Services to send out mail from other sites or services that are not hosted with us. You may not use the Services to send out mail advertisements for other sites not pertaining to the website you are hosting with us.

C. No Waiver

No failure or delay in exercising or enforcing this policy shall constitute a waiver of the policy or of any other right or remedy. If any provision of this policy is deemed unenforceable due to law or change in law, such a provision shall be disregarded and the balance of the policy shall remain in effect.

D. Abusable Resources

Upon notification of the existence of an abusable resource (e.g., open and unrestricted uploading or downloading), you shall immediately take all necessary steps to avoid any further abuse of such resource. Any abuse of an open resource that occurs after you have received such notification shall be considered a violation of this policy and shall be enforced as such.

E. Enforcement

We may immediately suspend and/or terminate your use of the Services for violation of any provision of this policy upon verbal or written notice by us. Prior to suspension or termination, we may attempt to work with you to cure violations of this policy and ensure that there is not a reoccurrence; however, this is in our discretion and we reserve the right to suspend or terminate based on a first offense.

F. Confidentiality, Privacy and Monitoring

We makes no guarantee of confidentiality or privacy of any information transmitted through or stored upon the Services, and we make no guarantee that any other entity or group of users will be included or excluded from the Services. In addition, although we are under no obligation to do so, we may periodically monitor transmissions over the Services for maintenance, quality assurance or any other purpose permitted by applicable law.

G. Questions

If you are unsure of whether any contemplated use or action is permitted, please contact us at [\[abuse@iservicesolution.com\]](mailto:abuse@iservicesolution.com).