

# **Web Hosting Policies, Guidelines and Terms of Service**

## **Introduction and Purpose**

This document sets forth the principles, guidelines and requirements of the Acceptable Use Policy of Design Output governing the use by the Customer (“Customer”) of Design Output’s services and products (“Services and Products”). The Purpose of Design Output’s Acceptable Use Policy, hereinafter referred to as the AUP, is to comply with all Federal, State, Provincial, and local laws coupled with protecting the server security, server availability, physical security, Customer privacy, and other factors affecting the services provided by Design Output.

Design Output reserves the right to impose reasonable rules and regulations regarding the use of its services provided to all Customers and such rules and regulations are subject to change. The AUP is not an all inclusive exhaustive list and Design Output reserves the right to modify the AUP at any time as needed. Acceptance and execution of the Master Services Agreement binds all parties to Design Output’s stated AUP at the time the contract is executed and as modified from time to time. Any violation of the AUP may result in the suspension or termination of Customer account(s) or such other action as Design Output deems appropriate. No credits will be issued for any interruption in service resulting from policy violations.

**VIOLATION OF ANY SECTION OF THE AUP IS STRICTLY PROHIBITED AND MAY RESULT IN THE IMMEDIATE TERMINATION OR SUSPENSION OF THE SERVICES CUSTOMER RECEIVES FROM DESIGN OUTPUT.**

Any questions or comments regarding the AUP should be directed to: Report Abuse (webmaster@designoutput.net)

## **Compliance with Law**

Customer shall not post, transmit, re-transmit or store material on or through any of Services or Products which, in the sole judgment of Design Output is (i) in violation of any local, provincial, state or federal law or regulation, (ii) threatening, obscene, indecent, defamatory or that otherwise could adversely affect any individual, group or entity (collectively, “Persons”) or (iii) violates the rights of any person, including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations including, but not limited to, the installation or distribution of “pirated” or other software products that are not appropriately licensed for use by Customer. Customer shall be responsible for determining what laws or regulations are applicable to its use of the Services and Products.

## **System and Network Security**

Violations of system or network security are strictly prohibited, and may result in criminal and civil liability. Design Output investigates all incidents involving such violations and will cooperate with law enforcement if a criminal violation is suspected.

Examples of system or network security violations include, without limitation, the following:

Introduction of malicious programs into the network or server (example: viruses, worms, Trojan Horses, key loggers, and other executables intended to inflict harm). Effecting security breaches or disruptions of Internet communication and/or connectivity. Security breaches include, but are not limited to, accessing data of which the Customer is not an intended recipient or logging into a server or account that the Customer is not expressly

authorized to access. For purposes of this section, “disruption” includes, but is not limited to port scans, flood pings, email-bombing, packet spoofing, IP spoofing and forged routing information. Executing any form of network activity that will intercept data not intended for the Customer’s hosting space. Circumventing user authentication or security of any host, network or account, including cracking. Interfering with or denying service to any user, host, or network other than the Customer’s host (example: denial of service attack or distributed denial of service attack). Conduct designed to avoid restrictions or access limits to specific services, hosts, or networks, including but not limited to the forging of packet headers (spoofing) or other identification information. Using any program script/command, or sending messages of any kind, designed to interfere with or to disable, a user’s terminal session, via any means, locally or via the Internet. Failing to comply with Design Output’s procedure relating to the activities of Customers on the Design Output premises. Violators of the policy are responsible, without limitations, for the cost of labor to correct all damage done to the operation of the network and business operations supported by the network. Such labor is categorized as emergency security breach recovery and is currently charged at \$125.00 USD per hour required. Network interference by any Customers that may cause or is currently causing network interference with another Customer will be disconnected immediately. No service credits will be issued to Customers disconnected for network violations.

## **Internet Etiquette**

Each Customer is expected to execute reasonable Internet etiquette (Netiquette), the accepted behavior and expectations of the Internet community. The Customer will comply with the rules appropriate to any network to which Design Output may provide access. The Customer should not post, transmit, or permit Internet access to information the Customer desires to keep confidential. The Customer is not permitted to post any material that is illegal, libelous, and tortuous, indecently depicts children or is likely to result in retaliation against Design Output by offended users. Design Output reserves the right to refuse or terminate service at any time for violation of this section. This includes advertising services or sites via IRC or USENET in clear violation of the policies of the IRC channel or USENET group.

## **Child Pornography**

Design Output will cooperate fully with any criminal investigation into a Customer’s violation of the Child Protection Act of 1984 concerning child pornography. Customers are ultimately responsible for their actions over the Design Output network, and will be liable for illegal material posted by their clients.

According to the Child Protection Act, child pornography includes photographs, films, video or any other type of visual presentation that shows a person who is or is depicted as being under the age of eighteen years and is engaged in or is depicted as engaged in explicit sexual activity, or the dominant characteristic of which is the depiction, for a sexual purpose, of a sexual organ or the anal region of a person under the age of eighteen years or any written material or visual representation that advocates or counsels sexual activity with a person under the age of eighteen years.

## **Copyright Infringement**

Design Output hosting space may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of laws, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or other intellectual property rights; including creating, utilizing, distributing unauthorized copies of software, or the use of BitTorrent or other types of technologies utilized in the distribution of illegally copied materials. If Customer copies, distributes or installs software in defiance of the license agreement, Customer is violating federal copyright law. Design Output will cooperate with all law enforcement agencies in relation to alleged copyright infringement housed on our servers.

## **Hosting Policy**

Data Unlawful or Against the AUP: Promoting violation of the law or the AUP by hosting data that facilitates the violation is prohibited, including but not limited to:

Hosting web pages that detail the methodology of committing unlawful acts, or acts violating this AUP. Hosting software, scripts, or other resources intended to facilitate committing unlawful acts, or acts violating this AUP. Advertising, transmitting, storing, or using any software, script, program, product, or service designed to violate this AUP. Harvesting. The collection of email addresses, credit card information, or other personal information for fraudulent use or sale is prohibited. Phishing. Hosting web pages with forwards to, containing scripts or executables for, or any other component of an operation designed to fraudulently collect authentication, credit card, names, addresses, or any other personal data is not permitted. Spamvertised Sites. Hosting web pages advertised by spam sent from another network (spamvertised) is not permitted. Users are responsible for any scripts that are uploaded into your hosting space and the security of such scripts. Any disruption to the function of the web servers or breaches of security due to insecure scripts will be cause for immediate termination of your account. Domain names must be live on our servers. Your hosting space cannot be used for storage, downloads and/or bandwidth usage via IP address from outside the live site.

## **Email Policy**

Email Spam. Design Output has a zero tolerance policy on SPAM, Junk E-mail or UCE. Spam, Junk-mail and UCE are defined as: the sending of the same, or substantially similar, unsolicited electronic mail messages, whether commercial or not, to more than one recipient. A message is considered unsolicited if it is posted in violation of a newsgroup charter or if it is sent to a recipient who has not requested or invited the message. UCE also includes e-mail with forged headers, compromised mail server relays, and false contact information. This prohibition extends to the sending of unsolicited mass mailings from another service, which in any way implicates the use of Design Output whether or not the message actually originated from our network.

Block Removal. If Customer actions have caused Design Output mail servers or Design Output IP address ranges to be placed on black hole lists and other mail filtering software systems used by companies on the internet, Customer will be assessed a \$125 charge to Customer account and \$125 per hour for administrative charges incurred to remove and protect mail servers and IP ranges.

Drop-Box Accounts. Using our servers for the receipt of replies to unsolicited mass email (spam) sent from a third-party network is prohibited. Header Forgery: Forgery of email headers (spoofing) is prohibited. Proxy Spamming: Spamming via third-party proxy, aggregation of proxy lists, or installation of proxy mailing software is prohibited. Relaying. Configuration of a mail server to accept and process third-party messages for sending without user identification and authentication is prohibited. No ISP, Wireless or similar companies are to use the Design Output mail servers for customer mail servers.

## **Report Abuse**

### **Mass Mailings**

Sending mass unsolicited email is considered spam. Unsolicited email is defined as email sent to a recipient who has not double-opted in to mailings from the Customer. Senders of mass mailings must maintain complete and accurate records of all opt-ins, including the email and its headers if applicable, and provide such records to Design Output upon request. If positive and verifiable proof of opt-in cannot be provided, complaints from recipients of the mailing are considered proof they did not subscribe and the mailing is unsolicited.

## **Mailing Lists**

Design Output's mass mailing rules also apply to mailing lists, list servs, or mailing services contracted for by Customer. The policy is stated as follows: An acceptable mailing list will be focused at a targeted audience that has voluntarily signed up for e-mail information using a double opt-in process or that has made their e-mail address available to Customer for distribution of information. The list must also allow for automatic removal by all end Customers with non-distribution in the future.

## **Fraud Policy**

By agreeing to this AUP, Customer affirms that the contact and payment information provided to Design Output identifies Customer and that Customer is authorized to use the payment method. Commitment of fraud, obtaining services, or attempting to obtain services by any means or device with intent to avoid payment is prohibited.

## **IRC Policy**

Design Output does not allow IRC plug-ins, scripts, add-ons, clones or other software that has the intent or effect of disrupting or denying service to other users. Harassing, disrupting or denying service to other users is expressly prohibited, and will result in the cancellation of Customer account(s).

## **Reseller Policy**

Resellers are responsible for the conduct of their Customers and by agreeing with this AUP, agree that their Customers will adhere to the AUP. Resellers should make their prospective Customers aware of the AUP and the consequences for violation.

## **Suspension and Termination**

Design Output will use reasonable care in notifying the Customer and in resolving the problem in a method resulting in the least amount of service interference as reasonably possible. Design Output reserves the sole right to suspend service to any Customer for violation of the AUP without notice. Design Output reserves the right to terminate service without notice for any account that impacts the availability of our servers to others in a shared hosting environment.

Suspension for non payment: Any account over 30 Days Past Due may be suspended for non payment of services. When an account is suspended all web hosting, promotion, design, updates, and email services are put into suspension until payment is brought current. Upon suspension, notices will be emailed every 5 days for 60 days prior to termination. Termination for non payment: Any account over 90 Days Past Due may be terminated for non payment of services. In the case of an account being terminated all files and email will be removed from the server and may not be retrievable. Design Output sends out 60, 30, 15, 5, and 1 day payment due notices to ensure you are notified of any payments due.

## **Domain Registration Policies**

Domains will be registered for clients at a minimum registration period of one year. Unless otherwise notified, renewal of domain names is done automatically for Design Output clients within 30 days of the domain expiration date. Cancellation of a domain name registration must be received a minimum of thirty days prior to renewal. The registrant will be responsible for payment of an additional year registration fee if the domain has already been renewed.

DOH will maintain the domain name registration for as long as the account is paid in full. DOH will perform changes to the domain name record at the clients request. Upon cancellation, the ownership of the domain is transferred to DOH. Domain name registration and dispute resolution is bound by the Uniform Domain Name Dispute Resolution Policy (“UDRP”) <http://www.icann.org/dndr/udrp/policy.htm> as set forth by ICANN Internet Corporation for Assigned Names and Numbers.

Please also see Domain Name Registration Terms and Conditions

## Cancellations

All cancellations MUST be submitted online prior to your next billing cycle.

## Cancellation Form

Services will be cancelled immediately upon receipt of cancellation request.

ALL Dedicated Servers require a 30 day notice of cancellation.

Violations of the AUP will result in the following:

Immediate disconnection of service with no re-activation. Upon termination of an account, your right to use the account and the Service immediately ceases. Design Output shall have no obligation to maintain any Data stored in your account or to forward any Data to you or any third party.

## Design Output Affiliate Program Terms and Conditions:

By participating in Design Output’s Affiliate internet marketing program. (the “Affiliate Program”), You agree with the supplemental Program terms and conditions set forth below, established by Design Output. Capitalized terms used but not defined below have the same meanings as set forth in the Design Output Terms and Conditions.

In consideration of participating in the Program, You agree to the following terms:

### 1) Spam.

Under no circumstances shall You send commercial electronic mail messages as defined in the new Federal spam law, the CAN-SPAM Act of 2003 [the “Act”], with respect to Design Output’s Program. For clarification, this does not prohibit You from sending transactional or relationship messages as defined in the Act. Design Output reserves the right to collect, withhold, or cancel any and all compensation related to the content You send via commercial electronic mail messages.

### 2) Tracking Tags.

The tools, products and creative assets (collectively, “Assets”) that are provided to You by Design Output provide valuable information vital to the success of the Affiliate Program, including information that helps make sure Transactions generated by You are properly attributed to You for Payout calculations. Thus, each of these Assets must be used in their intended manners. You agree that You will not corrupt, modify or disable the tracking functionality provided to You related to the Program.

3) Keywords, Pay Per Click advertising, and domain names involving Design Output’s trademark and variations thereof. You shall not purchase search engine keywords or domain names that use and/or certain variations and misspellings thereof. You shall not purchase or register keywords, Pay Per Click advertising, AdWords, search terms, domain names, or other identifying terms that include the word “DESIGNOUTPUT” or certain variations

and misspellings thereof for use in any search engine, portal, sponsored advertising service or other search or referral service. Specifically, this policy prohibits You from:

Bidding on Design Output' trademark, "Design Output", and any keyword string that includes this term. For example, "DESIGNOUTPUT.com", "DESIGNOUTPUT Hosting Solutions", "Design Output", "DESIGNOUTPUT Hosting", etc.; and Bidding on variations of Design Output' trademark: for example "DESIGNOUTPUT Hosting", "DESIGNOUTPUT.com", www.DESIGNOUTPUT.com", "DESIGNOUTPUT Host", "Web Hosting", www.DESIGNOUTPUT", "ww.DESIGNOUTPUT.com", "DESIGN-OUTPUT.com", "www,DESIGNOUTPUT.com", "DESIGNOUTPUT.Host", "wwwDESIGNOUTPUTHost.com", "designoutputhost", etc. Purchasing domain names based on Design Output' trademarks or variations of Design Output' trademark: for example "DESIGNOUTPUThoost.com", "DESIGNOUTPUThost.com", "DESIGNOUTPUThosted.com", "DESIGNOUTPUTwebhost.com", etc. Purchasing Pay Per Click advertising containing Design Output' trademarks or variations of Design Output' trademark: for example "DESIGNOUTPUThost.com", "DESIGNOUTPUThosting.com", "DESIGNOUTPUThostingsolutions.com", "DESIGNOUTPUThost.net.", etc. If Design Output determines, in its sole discretion, that You have purchased or attempted to purchase "Design Output" keywords or domain names, or one of the three cited examples above, then Design Output may (without limiting any other remedies available to it) pursue any or all of the following actions: Withhold all compensation otherwise payable to You beginning with the date on which You purchased the prohibited trademarked terms; Remove You from the DESIGNOUTPUT affiliate Program permanently; and/or Contact the search engine in which your ad was found to ask that these ads be removed immediately and permanently.