



111 WEST OAK VIEW DRIVE  
VISALIA, CALIFORNIA 93277  
PH: 866-300-MIVA | FAX: 559-625-9725  
www.cybrhost.com | sales@cybrhost.net

## ACCEPTABLE USE POLICY DATED MARCH 6, 2004

**BY USING OUR WEB HOSTING SERVICES**, you agree to comply with this **ACCEPTABLE USE POLICY**. We expect you to possess a basic knowledge of the Internet and computer function. We also expect you to have access to a computer connected to the Internet to use our services. The spirit of this policy is to guide you to use the **CYBRHOST CORPORATION (“CYBRHOST”)** service with due regard to the rights of other Internet users, other users of CYBRHOST services, and in conformity with special CYBRHOST network environment.

### ILLEGAL USAGE

CYBRHOST servers may be used for lawful purposes only. Transmission, storage, or distribution of any information, data or material in violation of any applicable law or regulation is prohibited. This includes, but is not limited to: copyrighted material, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Examples of non-acceptable content or links: Pirated software, Hackers programs or archives, Warez sites, MP3, Real Audio, and IRC bots. CYBRHOST does not allow the sales of products, goods or services on any non-SSL enabled professional hosting option. Sales can be conducted only on CYBRHOST'S SSL-enabled professional, ecommerce hosting and dedicated servers. You may not, under any circumstances, retain any third-part credit card information on CYBRHOST servers. The subscriber to CYBRHOST service agrees to indemnify and hold harmless CYBRHOST from any claims resulting from the use of the service that damages the subscriber or any other party.

**CYBRHOST WILL BE THE SOLE ARBITER AS TO WHAT CONSTITUTES A VIOLATION OF THIS PROVISION.**

### ADULT CONTENT

Due to special system and network requirements of adult oriented sites, pornography and related merchandising are prohibited. This includes sites that may infer explicit content, or links to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the Internet. Links to such materials are also prohibited.

### SECURITY

Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples include, but are not limited to the following: Unauthorized access, use, probe, or scan of a systems security or authentication measures, data or traffic. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting, or broadcasting of email with confidential credit card information is prohibited.



### **SERVER RESOURCE**

Any website that uses a high amount of server resources (such as, but not limited to, CPU time, memory usage, disk usage, and network resources) will be given an option of either paying extra (which depends on the resource needed) or reducing the resource used to an acceptable level. CYBRHOST shall be the sole arbiter of what is considered to be a high server usage level.

**NOTE:** ANY HOSTING ACCOUNT DEEMED TO BE ADVERSELY AFFECTING THE SERVER PERFORMANCE OR THE NETWORK INTEGRITY WILL BE SHUT DOWN WITHOUT PRIOR NOTICE.

### **CGI SCRIPTS**

CGI script sharing with domains not hosted by CYBRHOST is not allowed. Any CGI-scripts deemed to be adversely affecting the server performance or the network integrity will be shut down without prior notice. In particular, CYBRHOST does not allow the use of redirected cgi-bin calls using Miva due to known security holes in this mode of operation. Web Site access will be immediately terminated for any client who violates this provision.

### **CHAT ROOMS**

CYBRHOST does not allow clients to install their own chat rooms. Chat rooms tend to be large system hogs and we cannot permit it as an account option.

### **BACKGROUND PROGRAMS AND CRON JOBS**

CYBRHOST may allow programs to run in the background. These programs will be considered on an individual basis. If you wish to run background programs please contact us at <http://helpdesk.cybrhost.com> before doing so.

### **IRC**

CYBRHOST does not allow IRC or IRC bots to be operated on our servers.

### **UCE (UNSOLICITED COMMERCE EMAIL) - SPAM**

#### **Background**

We at CYBRHOST do not like spam! Accordingly, we added anti-spamming software to our server to eliminate it, and we opened that capability to our clients for a small fee. Personally and as a corporate entity we have a no tolerance philosophy with respect to spam. This expanded UCE section intends to reflect that philosophy and to aid our clients in complying to protect themselves, our other clients, CYBRHOST, and Internet users at large. Our clients are expected to have an understanding of what constitutes spam. If they do not, they are expected to research the topic on line. A good starting place is <http://spam.abuse.net/>. Please contact us if you have any questions before embarking on an email advertising campaign. Violators of this philosophy will be treated harshly.

#### **Policy Guidance**

Spamming, the sending of mass unsolicited email from or through a CYBRHOST server or using an email address that is maintained on a CYBRHOST machine, is **STRICTLY** prohibited. Clients are also in violation of this provision if they engage in spamming using the service of another ISP or IPP, but reference in the spam a Web site hosted on a CYBRHOST server or CYBRHOST email address, or if they sell or distribute software on their web site that facilitates spamming. Violators will be assessed a minimum \$200.00 fine and will face immediate suspension. CYBRHOST will be the sole arbiter as to what constitutes a violation of this provision.

Should CYBRHOST receive a spam complaint, a notice is sent to the Webmaster of the domain giving 48 hours to respond with an explanation and, the domain's mail IP address will be changed. If no response is received, the site is taken off line until an acceptable response is



received and the incident is cleared. CYBRHOST must not allow any single web site to effect a blacklist of the CYBRHOST mail servers which would be detrimental to our clients.

#### **Notes**

Please keep in mind that **"EMAIL IS INTENDED FOR 1:1 COMMUNICATION, NOT BROADCAST."** *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 the Client or with whom the Client does not have an existing business relationship is spamming and is prohibited.*

#### **Verifiable Opt-In List**

Proof that an email address did in fact opt-in can be a log excerpt or a copy of the returned, emailed confirmation. There must be proof of a two-way, secure confirmation. This must include IP's and date stamps for two stages - both a signup and a confirmation. Here are some links that will serve as a starting place if you want to send out the same email to a large number of addressees.

<http://spam.abuse.net/faq/>

<http://spam.abuse.net/marketerhelp/>

<http://spamcop.net/fom-serve/cache/167.html>

For Merchant users, applications such as Subscribe2 can be used if an email confirmation is required when registering. You should not automatically subscribe a client during the order process without confirmation.

#### **SERVER ABUSE**

Any attempts to undermine or cause harm to a CYBRHOST server or customer of CYBRHOST is strictly prohibited.

Any sub-networks of CYBRHOST and dedicated servers must adhere to the above policies. The failure to meet, or to follow any of the above guidelines is grounds for account deactivation. We reserve the right to remove any account without prior notice.

#### **SOFTWARE DISTRIBUTION**

CYBRHOST's shared Web Hosting accounts are not to be used for the purposes of distributing software and multimedia products. If you wish to distribute software and/or multimedia files, please contact [sales@CybrHost.com](mailto:sales@CybrHost.com) for special arrangement.

#### **MULTIMEDIA FILES**

Multimedia files are defined as any graphics, audio, and video files. CYBRHOST Web Hosting accounts are not to be used for the purposes of distributing and storing unusual amount of multimedia files. Any Web site whose disk space usage for storing the multimedia files exceed 70% of its total usage, either in terms of total size or number of files, will be deemed to be using unusual amount of multimedia files.

#### **ADDITIONAL WEB SITE CHANGE FEES**

Any web site whose configuration is changed after the first 30-days will be subject to a minimum \$25.00 service charge. This includes such items and domain name changes, additional IP pointers, Webalizer or Urchin 5 configuration changes, password protected directories, and the like.

#### **RECONNECT FEE**

Any web site disconnected for delinquency of payment will be charged a \$50.00 reconnect fee if that site is brought back online.



**PAYMENTS AND LATE PAYMENT CHARGE**

Payment for all fees shall be due at the time the service is accepted by CYBRHOST. Fees for Services shall be in the amount and frequency set forth in the Agreement (to begin on the date that the web site release notification is e-mailed or faxed to the Client) ("Payment Date"). This Agreement is for the entire Initial Term or applicable Renewal Term and Client is obligated to pay the fees for Services voluntarily selected by Client. All such fees shall be received at CYBRHOST by 2:00pm on the Payment Date. Client shall pay a late charge of 2% per month, or the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that payments are in arrears to CYBRHOST. All fees that have not been timely paid may be sent by CYBRHOST to a collection agency. Client agrees to be responsible for paying all costs of collection, including, but not limited to, reasonable attorney's fees and, where lawful, collection agency fees. All accounting issues should be addressed [Billing@CybrHost.com](mailto:Billing@CybrHost.com).

**CHECKS OR MONEY ORDER**

Client may pay fees by check or money order in U.S. dollars only. CYBRHOST will not accept international checks in foreign currency. In the event a check is returned as unpayable, Client will be assessed a \$25.00 returned check fee. If Client fails to pay all fees by the Payment Date, Client will be sent a suspension of Services email which will grant Client fourteen (14) days to make payment.

**CREDIT CARD**

Client may pay fees by MasterCard, Visa, American Express and Discover ("Credit Cards"). Credit Cards shall be charged seven (7) days prior to the Payment Date to the Credit Card number given at the time Client submits the Service Order. Payment by Credit Card includes the authorization to charge all future recurring fees and charges to the Credit Card on file with CYBRHOST. If Client's Credit Card is denied, for any reason, Client will be sent a notice by e-mail. If payment is not received by the Payment Date, CybrHost may make one final attempt to charge Client's Credit Card on or around the Payment Date. If payment is not secured by the Payment Date, Client will be sent a Suspension of Services email which will grant Client fourteen (14) days to make payment. In the event Client initiates a charge back, CYBRHOST may immediately suspend all Services to Client until such time as full payment is received in addition to a \$25.00 charge back fee and \$25.00 reactivation fee.

**ACTIONS TAKEN BY CYBRHOST**

When CybrHost becomes aware of an alleged violation of its **ACCEPTABLE USE POLICY**, CYBRHOST will initiate an investigation. During the investigation CYBRHOST may restrict Customer access in order to prevent further possible unauthorized activity. Depending on the severity of the violation, CYBRHOST may, at its sole discretion, restrict, suspend, or terminate Customer's account and/or pursue other civil remedies. If such violation is a criminal offense, CYBRHOST will notify the appropriate law enforcement department of such violation.

**CYBRHOST** does not issue service credits for any outages incurred through service disablement resulting from policy violations, upstream router outages, Denial of Service (DoS) attacks, server maintenance, or other Acts of God. Excessive bandwidth will be charged monthly per our published rates on our rates page.

**MODIFICATION**

CYBRHOST reserves the right to add, delete, or modify any provision of this Policy at any time without prior notice.

**CYBRHOST CORPORATION**

