



## ACCEPTABLE USE POLICY

Dedicated Server Store's Acceptable Use Policy ("AUP") is provided to give our customers and users a clear understanding of what Dedicated Server Store expects of them while using the service. All users of Dedicated Server Store's Internet services: those who access some of our Services but do not have accounts, as well as those who pay a service fee to subscribe to the Services, must comply with this AUP and our TOS (Terms of Service).

Use of Dedicated Server Store Service constitutes acceptance and agreement to Dedicated Server Store's AUP as well as Dedicated Server Store's TOS (Terms of Service)

### **IMPORTANT NOTICE: \*All Payments To Dedicated Server Store Are Non-Refundable\***

We support the uncensored flow of information and ideas over the Internet and do not actively monitor subscriber activity under normal circumstances. Similarly, we do not exercise editorial control over the content of any web site, e-mail transmission, newsgroups, or other material created or accessible over or through the services, except for certain proprietary Web sites. However, in accordance with our TOS (Terms of Service), we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. Dedicated Server Store may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. Your violation of this AUP may result in the suspension or immediate termination of either your Dedicated Server Store account or other actions as detailed in Section 3 WITHOUT PRIOR NOTICE.

This document is intended to provide a basic understand of Dedicated Server Store's Acceptable Use Policy. The following are guidelines for the establishment and enforcement of Dedicated Server Store's AUP:

- Ensure reliable service to our customers
- Ensure security and privacy of our systems and network, as well as the networks and systems of others
- Comply with existing laws
- Maintain our reputation as a responsible service provider
- Encourage responsible use of the Internet and discourage activities which reduce the usability and value of Internet services



- Preserve the value of Internet resources as a conduit for free expression and exchange of information
- Preserve the privacy and security of individual users

The Dedicated Server Store intends to provide its customers access to everything the Internet has to offer. While Dedicated Server Store is firmly committed to the principles of free speech, certain activities that may be damaging to the resources of both the Dedicated Server Store and the Internet and cannot be permitted under the guise of free speech. The resources of the Dedicated Server Store and the Internet are limited, and abuse of these resources by one user has a negative impact on the entire community.

We do not routinely monitor the activity of accounts except for measurements of system utilization and the preparation of billing records. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our service.

You may not use your dedicated rack, virtual site or dedicated server to publish material, which Dedicated Server Store determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.

If a Dedicated Server Store account is used to violate the Acceptable Use Policy or our TOS, we reserve the right to terminate your service without notice. We prefer to advise customers of inappropriate behavior and any necessary corrective action, however, flagrant violations of the Acceptable Use Policy will result in immediate termination of service. Our failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time.

As a member of our network community, you must use your Internet access responsibly. If you have any questions regarding this policy, please contact us at [abuse@DedicatedServerStore.com](mailto:abuse@DedicatedServerStore.com)

## **VIOLATIONS OF DEDICATED SERVER STORE ACCEPTABLE USE POLICY**

The following constitute violations of this AUP:

1. Illegal use: Dedicated Server Store's services may not be used for illegal purposes, or in support of illegal activities. Dedicated Server Store reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.
2. Harm to minors: Use of the Dedicated Server Store service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography.



3. Threats: Use of the Dedicated Server Store service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.
4. Harassment: Use of the Dedicated Server Store service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.
5. Fraudulent activity: Use of Dedicated Server Store service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," and "chain letters."
6. Forgery or impersonation: Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.
7. Unsolicited commercial e-mail / Unsolicited bulk e-mail (SPAM) Use of the Dedicated Server Store service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination of the offending Dedicated Server Store account.
8. Deactivating/removing admin accounts on dedicated servers: All dedicated servers provided by us have a administrator user account that allows us to maintain, troubleshoot and updated our dedicated servers. This account cannot be deleted or deactivated by the user. Deleting or deactivating this account and not providing us with access within 24 hours of notification, will automatically suspend the account and a minimum fee of \$90 will be charged to restore the account or reinstall the OS.

### **IMPORTANT NOTICE:**

BEGINNING IMMEDIATELY, anyone hosting web sites or services on their server that support spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their server immediately removed from our network. The server will not be reconnected until such time that you agree to remove ANY and ALL traces of the offending material immediately upon reconnection and agree to allow us access to the server to confirm that all material has been COMPLETELY removed. Severe violations may result in immediate and permanent removal of the server from our network without notice to the customer. Any server guilty of a second violation WILL be immediately and permanently removed from our network without notice.

1. E-mail / News Bombing: Malicious intent to impede another person's use of electronic mail services or news will result in the immediate termination of the offending Dedicated Server Store account.



2. E-mail / Message Forging: Forging any message header, in part or whole, of any electronic transmission, originating or passing through the Dedicated Server Store service is in violation of this AUP.
3. Usenet SPAMing: Dedicated Server Store has a zero tolerance policy for the use of its network for the posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any newsgroups or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.
4. Unauthorized access: Use of the Dedicated Server Store service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Dedicated Server Store's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending Dedicated Server Store account is subject to immediate termination.
5. Copyright or trademark infringement: Use of the Dedicated Server Store service to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
6. Collection of personal data: Use of the Dedicated Server Store service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
7. Network disruptions and unfriendly activity: Use of the Dedicated Server Store service for any activity which affects the ability of other people or systems to use Dedicated Server Store Services or the Internet. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Subscriber may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner. Unauthorized entry and/or use of another company and/or individual's computer system will result in immediate account termination. Dedicated Server Store will not tolerate any subscriber attempting to access the accounts of others,



- or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.
8. **Fraud:** Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.
  9. **Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right:** Distribution and/or posting of copyrighted or the aforementioned infringements will not be tolerated.
  10. **Distribution of Viruses:** Intentional or unintentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offense will result in the immediate termination of the offending account.
  11. **Inappropriate Use of Software:** Use of software or any device that would facilitate a continued connection, i.e. ping, while using Dedicated Server Store services could result in suspension service.
  12. **Third Party Accountability:** Dedicated Server Store subscribers will be held responsible and accountable for any activity by third parties, using their account, that violates guidelines created within the Acceptable Use Policy. You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Your password provides access to your account. It is your responsibility to keep your password secure. Sharing your password and account access with unauthorized users is prohibited. You should take care to prevent others from using your account since you will be held responsible for such use. Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service. You must adopt adequate security measures to prevent or minimize unauthorized use of your account. You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools. You may not attempt to interfere with service to any user, host or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host. Users who violate systems or network security may incur criminal or civil liability.



Dedicated Server Store will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

## **Network Performance**

Misuse of network resources in a manner, which impairs network performance, is prohibited by this policy and may result in termination of your account.

You may not use resource-intensive programs, which negatively impact other customers or the performances of Dedicated Server Store systems or networks. Dedicated Server Store reserves the right to terminate or limit such activities.

Your use of the Services must be reasonable. You may not place excessive burdens on our CPUs, servers or other resources. You agree that we may place restrictions on your use of the Service, and/or charge you excess bandwidth fees, to the extent that they exceed the use of the Service of similarly situated customers. You understand that bandwidth, connection speeds and other similar indices of capacity are maximum numbers. Consistently reaching these capacity numbers may result our need to place restrictions on your use of the Service. Simply exceeding the limit does not constitute grounds for suspension however accounts that constantly use large resources (on our dedicated servers) and/or on our network on a regular basis or causing file system damage may cause your account to be flagged for review. Customers may not use 25% or more of system resources for longer then 90 seconds. A cap will be placed on those servers unless the account was upgraded to a dedicated line.

You are allocated a monthly bandwidth allowance. This allowance varies depending on the hosting package you purchase. Customers with unlimited traffic hosting or colocation packages are allowed to transfer unlimited amount of data per month but the maximum bandwidth is set to 10Mbps unmetered. Packages with unlimited traffic are subject to above stated usage of resources. Should your account pass the allocated amount we reserve the right to suspend the account until the start of the next allocation, suspend the account until more bandwidth is purchased at an additional fee, suspend the account until you upgrade to a higher level of package, upgrade to a burstable or dedicated connection, terminate the account and/or charge you an additional fee for the overages. Unused transfer in one month cannot be carried over to the next month.

Colocation or dedicated server customers may NOT use our servers or their servers as game servers or media/streaming servers unless they have a dedicated connection in our data center or have signed up for a dedicated game server or dedicated media/stream server colocation plan. If you are using a game or streaming server on a shared connection, we will not guarantee you certain speeds and your account will be flagged for review due to high usage of resources. You will be asked to upgrade your services to a dedicated line or port prioritization.



## REPORTING VIOLATIONS OF DEDICATED SERVER STORE AUP

Dedicated Server Store requests that anyone who believes that there is a violation of this AUP direct the information to the Abuse Department at [abuse@DedicatedServerStore.com](mailto:abuse@DedicatedServerStore.com).

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation
- E-mail with full header information provides all of the above, as do system log files. Other situations will require different methods of providing the above information. Dedicated Server Store may take any one or more of the following actions in response to complaints:
  - Issue written or verbal warnings
  - Suspend the Member's newsgroup posting privileges
  - Suspend the Member's account
  - Terminate the Member's account
  - Bill the Member for administrative costs and/or reactivation charges
  - Bring legal action to enjoin violations and/or to collect damages, if any, cause by violations

## STANDARD FOR SERVICE

We understand the necessity of high availability to our customers and make every effort to provide services that consistently exceed your expectations. We offer the following levels of service to ensure maximum availability and performance. Our 100% uptime guarantee sets standards for service in these critical areas:

### Network Availability

We guarantee that our network will be available 100% of the time (excluding scheduled maintenance). Should we incur a network outage, we will credit the customer 5% of their monthly fee for every 60 minutes of downtime (up to, but not exceeding 100% of one monthly payment, and the credit will be applied toward future payments). Network uptime comprises the functioning of all network infrastructure including cabling, switches and routers. Services or software running on your server are not included in the definition of our network. Network downtime exists if your server is unable to transmit and receive data and a ticket is opened for the incident in the Stealth – ISS/DedicatedServerStore ticket tracking system. Please contact your account manager for additional information and terms regarding our uptime guarantee.



## **Infrastructure Guarantee**

We guarantee that critical systems, including power and HVAC, will be available 100% of the time (excluding scheduled maintenance). Should an outage due to critical system failure occur, we will credit the customer 5% of the server's monthly fee for every 60 minutes of downtime (up to, but not exceeding 100% of one monthly payment, and the credit will be applied toward future payments). Critical systems include functioning of all power and HVAC infrastructure including UPS equipment and cabling. Power supplies of individual servers are not included (see below for Hardware Guarantee). Critical systems downtime exists when a customer's server is shut down due to power or heat problems and a ticket has been opened for the incident in the Stealth-ISS/DedicatedServerStore ticket tracking system. Critical system downtime is measured from the time the ticket is opened regarding server downtime to the time the problem is resolved and the server comes back on line. Please contact your account manager for additional information and terms regarding our uptime guarantee.

## **Hardware Guarantee**

We guarantee the proper function of your leased hardware components and will replace any failed component at no cost to you. The replacement process will begin when the cause of the problem has been determined. Hardware replacement is guaranteed to take no more than 24 hour<sup>2</sup>. In the event that it does take us more than 24 hours to replace faulty hardware, we will credit the customer 10% of the monthly fee per additional 24 hours of downtime (up to, but not exceeding 100% of one monthly payment, and the credit will be applied toward future payments). Hardware is defined as the processor(s), RAM, hard disk(s), motherboard, NIC card and other related components included under the server lease.

Please Note: Delinquent customers may not take advantage of our uptime guarantee. Please contact your account manager for additional information and terms regarding our uptime guarantee. This web page is a brief overview of our uptime guarantee, and does not supersede any existing contractual agreements between us and its customers, nor does it imply any agreement without a server contract. All credits must be requested by the customer within 3 days of the reported downtime, and the downtime must be from a single occurrence.

## **REVISIONS TO THIS ACCEPTABLE USE POLICY**

Dedicated Server Store reserves the right to revise, amend, or modify this AUP, our TOS (Terms of Service) and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with our TOS (Terms of Service).