

## **Acceptable Use Policy (AUP)**

DD&H SERVICES's customers (each a "Customer") must exercise a high degree of judgment and responsibility with respect to their use of DD&H SERVICES's services and they must comply at all times with this Acceptable Use Policy (the "Policy"). If a Customer or any third party affiliate of a Customer engages in any of the prohibited conduct identified below, this Policy will be deemed to be violated and DD&H SERVICES reserves the right to terminate its relationship with the Customer, including any Hosting Agreement or Service Agreement then in effect with the Customer. Upon detection or notification of an alleged violation of the Policy and prior to exercising any right of termination, DD&H SERVICES will initiate an immediate investigation into the violation. During the period of investigation, hosting services and outgoing e-mail may be suspended from the offending IP address(s) to prevent further violations. If a Customer is found, in DD&H SERVICES's reasonable determination, to be in violation of this Policy, DD&H SERVICES may, at its discretion and without notice to the Customer, terminate the offending account and all services under any Hosting Agreement or Service Agreement then in effect with the Customer. No refunds or fees shall be repayable to the Customer in the event of such termination or during any period of suspension.

### **Prohibited Conduct**

#### *(a) System Abuses*

The Customer may not use the DD&H SERVICES network or services in any way that adversely affects other DD&H SERVICES customers. This includes but is not limited to: a) gaining or attempting to gain unauthorized access to servers or services. Such attempts include: "Internet scamming" (tricking other people into releasing their passwords), password robbery, security hole scanning, port scanning, probing, monitoring or testing for system or network vulnerabilities; b) introducing viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, packet bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; c) intentionally omitting, deleting, forging or misrepresenting transmission information, including headers, return addressing information and IP addresses; d) engaging in any of the foregoing activities using the service of another provider but channeling such activities through a DD&H SERVICES account or re-mailer or using a DD&H SERVICES account as a mail drop for responses to Unsolicited Commercial E mail ("UCE") or hosting a website that is advertised via UCE or otherwise requiring return transit through DD&H SERVICES's internet backbone; e) using IP addresses which were not assigned by DD&H SERVICES; or f) running Internet Relay Chat ("IRC") servers, bots or clients.

Please note: Busy or poorly scripted online chat systems, bulletin boards and other resource intensive applications may not be suitable for shared hosting services and can adversely affect the service of other customers. To avoid problems please consult with a DD&H SERVICES sales representative before installing these kinds of applications.

*(b) Posting of Adult Content and Links*

Adult related content including adult-oriented images, text and links ARE NOT permitted on DD&H SERVICES's servers. We do allow it on customer owned co-located servers.

*(c) Sending Unsolicited Commercial Email (UCE) or SPAM*

The Customer may not send SPAM or UCE over the DD&H SERVICES network. This includes third party "opt-in" lists. DD&H SERVICES's services must not be used to send UCE and will not host sites or information advertised in UCE. The Customer must also not host a publicly-accessible "open relay" SMTP or anonymous re-mailer service. The Customer is responsible for the actions of its users and must take all reasonable precautions to secure its servers and sites against SPAM exploits.

Please Note: DD&H SERVICES's email clusters will NOT process email lists. For security reasons, if you need to process a legitimate mail list you may use a DD&H SERVICES dedicated mail list server for this purpose. Please contact a DD&H SERVICES sales representative for more information ([sales@canadawebsitehosting.com](mailto:sales@canadawebsitehosting.com)).

*(d) Email Services*

The Customer may not use DD&H SERVICES's email clusters to offer end users email-only services. Unusual or excessive mail usage may be restricted by DD&H SERVICES. Unused email accounts must be deleted from the system. DD&H SERVICES reserves the right to disable email accounts on its email clusters it believes are inactive.

*(e) Posting of Illegal Content*

The Customer must not include content or have links to content that: a) is unlawful or is reasonably considered offensive by the web community; b) promotes injury or physical harm against any group or individual; c) promotes or teaches illegal activities d) exploits or depicts children in a negative/sexual way; e) infringes on copyright, patents, trademarks, trade secrets, or other intellectual property including pirated computer programs, cracker utilities, warez and software serial numbers or registration codes; f) violates any law, statute, ordinance or regulation governing the Customer's business or activities, including without limitation the laws and regulations governing export control, unfair competition, false advertising, consumer protection, issuance or sale of securities, trade in firearms, privacy, data transfer and telecommunications.

*(f) DD&H SERVICES Administrative Access*

The Customer acknowledges that to facilitate efficient server management, inventory and related activities DD&H SERVICES servers may include a DD&H SERVICES administrative account and password and/or a DD&H SERVICES daemon. All reasonable precautions are made by DD&H SERVICES to maintain the security of these tools and the privacy of client data. The Customer will not tamper, hinder, delete or in anyway change the functioning of these tools.

*General*

DD&H SERVICES cannot monitor or control all the activities of the Customers. Subject to its right to terminate its agreements with a Customer which has violated this Policy, DD&H SERVICES exercises no control over Customer content and does not actively screen or censor the activities or content of Customers. The Customer, not DD&H SERVICES, assumes all responsibility and liability relating to its Internet activities.