

# Acceptable Use Policy

## General Usage:

Services may only be used for lawful purposes. Transmission, storage or displaying any information, data or other material in violation of any India, United States Federal, State, County or City law is strictly prohibited. This includes, but is not limited to:

- \* Copyrighted Materials (which you do not have written permission from the copyright holder)
- \* Pirated Software
- \* Hacking / Cracking related sites or software
- \* Warez Materials
- \* Sites supporting or related to UCE/spam
- \* Copyrighted MP3 files
- \* IRC related sites
- \* Pornography or other adult related material
- \* Sexually related materials (products, services, banners)
- \* Phishing / Identity Theft
- \* Links to any above materials Sites found to contain any prohibited data or materials will be cancelled immediately without warning and will not be eligible for any refund.

We retain the final decision as to what constitutes a violation of this policy. We may, at our discretion, report and forward any suspected materials to a variety of police agencies, including, but not limited to the Software Piracy Association, the FBI and other local, state or national police agencies as we deem necessary. We will cooperate fully with official investigation by any recognized law enforcement organization. Sites whose primary purpose is for the file distribution or site mirroring are prohibited.

## E-Mail / Spam / UCE

Dots and Coms maintains a "zero tolerance" for spam and UCE. Spamming or "UCE" (Unsolicited Commercial E-Mail (does not necessarily need to be commercial in nature, however)) is the sending of unsolicited e-mail to any person or persons the sender does not know or have prior explicit consent to send the message(s) to. Using fictitious e-mail addresses of any domain housed on our network is forbidden. Unsolicited e-mail of any type (to e-mail addresses or newsgroup postings) is classified as UCE. UCE referencing sites on our servers in any manner (as originator, intermediary, destination or reply-to address) is STRICTLY PROHIBITED and your account may be terminated without notice or refund if you send UCE through our network or your site on our network is referenced in UCE. In addition, we reserve the right to impose a minimum \$100 fee for each reported unsolicited e-mail. Additional charges may apply for administrative work or any penalties

incurred by Dots and Coms or it's up line providers for abusing our services. Opt-Out mailing lists are strictly prohibited. This includes any lists or databases purchased or otherwise obtained from third parties, as the persons on such lists did not specifically solicit mail from you. Any mailing lists you maintain must be true confirmed opt-in in nature. (information regarding confirmed opt-in lists and responsible e-mail marketing can be found here and here) This requires a user to specifically request to be added to your mailing list. Having to unsubscribe from mailing lists during product registration and similar sign up forms is not classified as opt-in, but rather opt-out, which is in violation of this UCE policy. In addition, any opt-in mailing lists must include an automated unsubscribe facility where clicking on a link within the e-mail will automatically and immediately unsubscribe users from lists. Reply-to e-mail addresses to unsubscribe are known to be ignored and are unreliable, therefore not permitted within our UCE policy.

Any violation of this policy may result in the immediate termination of your e-mail service and/or your entire account without notice at our sole discretion. No refunds will be issued for accounts canceled for sending or being referenced in UCE. We reserve the right to refuse or cancel service of known spammers. We may also notify any confirmed UCE to other service providers used or referenced in the transmission of UCE, as well as law enforcement agencies when appropriate.

Bottom-line -- UCE will not be tolerated!

UCE violations can be sent to [abuse@\[dotscoms.com\]](mailto:abuse@[dotscoms.com])

### **Excessive Usage**

CGI, ASP and Cold Fusion and other scripts or in general high / absurd usage in server may cause excessive usage (system resources and/or bandwidth) which will detrimentally effect other sites/virtual machines on our network. Client takes full responsibility for all scripts executed from their account - regardless how the script was obtained. Any account found to be using excessive usage may be suspended or terminated without warning. When possible, advanced warning will be provided, however if the excessive usage is deemed to be causing immediate harm to our servers or network, no warning will be provided. Clients will need to make acceptable arrangements (typically removal of the offending script) with Dots and Coms prior to the account being reinstated. Repeated excessive usage will result in the account being canceled without the possibility for reinstatement or refund.

Bulletin Boards (such as the Ultimate Bulletin Board) are known to be major resource hogs and are strongly discouraged on shared hosting accounts. If you expect to host a highly used bulletin board script, you may want to consider moving to a dedicated server to prevent potential account suspension or cancellation. Chat scripts are not allowed on

our servers due to their known resource demands.

Dots and Coms retains sole discretion over what constitutes excessive usage.

### **Server/Network Abuse**

Any attempts to cause harm or hack into our servers or network in any manner is strictly prohibited and we will pursue any user attempting to illegally access our servers or network. All evidence will be turned over to the FBI or other law enforcement agencies. Reselling space within a shared hosting account is prohibited. Dots and Coms offers a reseller program for those interested in reselling services, which provides a separate account for each resold domain. One domain name is provided per account. Forwarding multiple domains into a single account via remote DNS or other services without the expressed permission of Dots and Coms is not permitted.

### **Bundled Services Abuse**

Dots and Coms may bundle various add-on's with service offerings. Many of these services are offered "within reason" and may be withdrawn at Dots and Coms sole discretion should use of these add-on's be abused. One example would be Dots and Coms offering of KVM over IP on demand with certain dedicated server and colocation services. If KVM is requested an excessive number of times, customers may be given alternative options such as paying for remote hands or offered hardware which supports dedicated KVM access at an additional monthly cost.

### **Commerce on the Web**

Through your uses of the Dots and Coms service, you may have opportunities to sell merchandise or services to subscribers to the Dots and Coms service and users of other communications outlets such as the Internet. You further acknowledge that all transactions relating to merchandise or services offered by you through the Dots and Coms service, including but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms for such transactions are agreed to solely between you and third party purchasers. Dots and Coms and its affiliates make no warranties or representations whatsoever with respect to your goods and services, or with respect to the qualifications of any third party purchaser.

Any violation of above policies will lead to suspension / termination of services with immediate effect.