Autophone OF LAREDO

Internet, Data Transport, VPN, CO-locations and Hosting - Acceptable Use Policy

Acceptable Use Policy (AUP)

This Acceptable Use Policy ("AUP") is incorporated by reference in your services agreement with Autophone of Laredo.

Your services may be suspended or terminated for violation of this AUP in accordance with your services agreement with Autophone of Laredo.

Capitalized terms used in this AUP shall have the meaning given in your services agreement.

Inquiries regarding this policy should be directed to abuse@autophone.net

Abuse

You may not use Autophone of Laredo's network or services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

- Use of an internet account or computer without the owner's authorization;
- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;
- Collecting or using email addresses, screen names or other identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting);
- Collecting or using information without the consent of the owner of the information;
- Use of any false, misleading, or deceptive TCP-IP packet header information in an email or a newsgroup posting;
- Use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- Use of the service for distribution of advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems; (such as Microsoft's "ad/remove" tool); or
- Any conduct that is likely to result in retaliation against the Autophone of Laredo network or website, or Autophone of Laredo's employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS).

- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Interference with service to any user of the Autophone of Laredo or other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;

Excessive Use of System Resources

You may not use any shared system provided by Autophone of Laredo in a way that unnecessarily interferes with the normal operation of the shared system, or that consumes a disproportionate share of the resources of the system. For example, we may prohibit the automated or scripted use of Autophone of Laredo Mail Services if it has a negative impact on the mail system, or we may require you to repair coding abnormalities in your code if it unnecessarily conflicts with other customers' code. You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system.

Mail Requirements

You must comply with the CAN-SPAM Act of 2003 and other laws and regulations applicable to bulk or commercial email. In addition, your bulk and commercial email must meet the following requirements:

- Your intended recipients have given their consent to receive e-mail via some affirmative means, such as an opt-in procedure;
- Your procedures for soliciting consent include reasonable means to ensure that the person giving consent is the owner of the e-mail address for which the consent is given;
- You retain evidence of the recipient's consent in a form that may be promptly produced on request, and you honor the recipient's and the Autophone of Laredo's requests to produce consent evidence within 72 hours of receipt of the request;
- You have procedures in place that allow a recipient to revoke their consent — such as a link in the body of the email, or instructions to reply with the word "Remove" in the subject line; you honor revocations of consent within 48 hours, and you notify recipients that the revocation of their consent will be implemented in 48 hours;
- You must post an email address for complaints (such as abuse@yourdomain.com) in a conspicuous place on any website associated with the email, you must register that address at abuse.net, and you must promptly respond to messages sent to that address;
- You must have a Privacy Policy posted for each domain associated with the mailing;
- You have the means to track anonymous complaints;
- You must not obscure the source of your e-mail in any manner. Your e-mail must include the recipient's e-mail address in the body of the message or in the "TO" line of the e-mail;
- You must not attempt to send any message to an email address if 3 consecutive delivery rejections have occurred and the time between the third rejection and the first rejection is longer than fifteen days;
- These policies apply to messages sent using the services, or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site hosted via the services. In addition, you may not use a third party e-mail service that does not practice similar procedures for all its customers. These requirements apply to distribution lists created by third parties to the same extent as if you created the list.

- We do not allow email forwarding to AOL addresses. Any such forwarders will be automatically deleted and may result in interruption of hosting services.

Autophone of Laredo may test and otherwise monitor your compliance with its requirements, including requesting opt-in information from a random sample of your list at any time. In addition, Autophone of Laredo may block the transmission of email that violates these provisions. Autophone of Laredo may, at its discretion, require certain customers to seek advance approval for bulk and commercial email, which approval will not be granted unless the customer can demonstrate that all of the requirements stated above will be met.

Vulnerability Testing

You may not attempt to probe, scan, penetrate or test the vulnerability of a Autophone of Laredo system or network, or to breach the Autophone of Laredo security or authentication measures, whether by passive or intrusive techniques, without the Autophone of Laredo's express written consent.

Newsgroup, Chat Forums, Other Networks

You must comply with the rules and conventions for postings to any bulletin board, chat group or other forum in which you participate, such as IRC and USENET groups including their rules for content and commercial postings. These groups usually prohibit the posting of off-topic commercial messages, or mass postings to multiple forums.

You must comply with the rules of any other network you access or participate in using your Autophone of Laredo services.

Email hosting Support Limitations
Autophone of Laredo will make every effort to support information for configuring popular network/web software to use internet services. However we can in no way specifically test every piece of software that could conceivably be utilized with our systems, only provide general system-related information. The offer of any particular service does not constitute an obligation on Autophone of Laredo's part to tutor the necessary skills to utilize that service, only to provide system-specific information. We do not provide support for 3rd party applications or scripts but will do our best to help if we can.

Offensive Content

You may not publish, transmit or store on or via the Autophone of Laredo network or equipment any content or links to any content that the Autophone of Laredo reasonably believes:

- Constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, or non-consensual sex acts;
- Is excessively violent, incites violence, threatens violence or contains harassing content or hate speech;
- Is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- Is defamatory or violates a person's privacy;
- Creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security or interferes with a investigation by law enforcement;
- Improperly exposes trade secrets or other confidential or proprietary information of another person;
- Is intended to assist others in defeating technical copyright protections;

- Infringes on another person's copyright, trade or service mark, patent or other property right;
- Promotes illegal drugs, violates export control laws, relates to illegal gambling or illegal arms trafficking;
- Is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to Autophone of Laredo; or
- Is otherwise malicious, fraudulent or may result in retaliation against Autophone of Laredo by offended viewers.
- All Content must be legal in the United States of America.

Live Events

You may not use your Autophone of Laredo services to stream live sex acts of any kind, even if the content would otherwise comply with the AUP. Autophone of Laredo may prohibit you from streaming other live events where there is a special risk, in Autophone of Laredo's reasonable discretion, that the event may violate the Offensive Content section above.

Copyrighted Material

You may not use Autophone of Laredo's network or services to download, publish, distribute, or otherwise copy or use in any manner any text, music, software, art, image or other work protected by copyright law unless:

- You have been expressly authorized by the owner of the copyright for the work to copy the work in that manner; or
- You are otherwise permitted by established copyright law to copy the work in that manner.

It is Autophone of Laredo's policy to terminate in appropriate circumstances the services of customers who are repeat infringers.

Other

- You must have valid and current information on file with your domain name registrar for any domain hosted on the Autophone of Laredo network.
- You may only use IP addresses assigned to you by Autophone of Laredo in connection with your Autophone of Laredo services.
- You agree that if Autophone of Laredo IP numbers assigned to your account are listed on an abuse database like Spamhaus, you will be in violation of this AUP, and Autophone of Laredo may take reasonable action to protect its IP addresses, including suspension and/or termination of your service, regardless of whether the IP addresses were listed as a result of your actions;
- You agree that if you register a DNS record or zone on Autophone of Laredo managed or operated DNS servers or services for a domain of which you are not the registrant or administrative contact according to the registrars WHOIS system, that, upon request from the registrant or administrative contact according to the registrars WHOIS system, Autophone of Laredo may modify, transfer, or delete such records or zones.
- You may not register to use any Services under a false name, or use an invalid or unauthorized credit card in connection with any Services.

SLA

No credit will be available under the Autophone of Laredo Service Level Agreement(s) for interruptions of service resulting from any AUP violation.

Cancellation Policy / Termination

Either party may terminate this Agreement without cause upon written notice to the other party. Nothing in this paragraph however shall limit Autophone of Laredo right to terminate Customer immediately and without prior notice for improper use and violations as set forth herein.

Cancellation of any hosted domain or service account will not be processed without the required procedure. Any person wishing to terminate their account or any domain within their account must contact our office and provide a written notice. This request must be submitted AT LEAST 15 days before the next billing is due. Cancellations will not be accepted without completing the step mentioned above. No exceptions will be made. The cancellation procedure is required for your protection as well as ours. The procedure provides evidence that the individual cancelling the account is authorized to do so. Once this request is received, and information verified; the user's data will be erased off the server.

In the event that Autophone of Laredo elects to terminate Customer as a result of its improper acts and breach of the terms and conditions contained herein, Customer shall not be entitled to a refund of the balance.

In the event Customer elects to terminate this Agreement, same shall be considered a breach and Customer shall not be entitled to any refund.

In the event that Autophone of Laredo elects to terminate Customer without cause, Customer shall receive a full refund of any pro-rated balance. However, if Customer terminates this Agreement without cause, and in accordance with the notice provision set forth herein, there shall be NO REFUND of any remaining balance.

Autophone of Laredo reserves the right to terminate any customer without prior notice and without assigning any reason.

All Customers acknowledge that Domain Registration Fees and/or Setup Fees, if any, are Not Refundable.

Liability

Customer agrees that Autophone of Laredo shall have no liability for the services, data or information provided to the public on the Internet including but not limited to any liability for consequential, indirect, special or incidental damages, regardless of the success or effectiveness of other remedies.

Customer further agrees that Autophone of Laredo shall not be liable for any damages or losses sustained by Customer for business or other activities conducted on the Internet including but not limited to consequential, indirect, special or incidental damages.

Customer agrees that it shall not hold Autophone of Laredo liable for any loss of business, lost opportunity, consequential, indirect, special or incidental damages as a result of any interruption in service.

Autophone of Laredo is not liable for customer site content backups on their shared hosting platforms. Autophone of Laredo has made every reasonable attempt to protect the security and integrity of customer's web sites but offers no warranty as to the ability to restore site content in the event of a server failure.

IN NO EVENT SHALL AUTOPHONE OF LAREDO LIABILITY EXCEED THE TOTAL VALUE PAID TO AUTOPHONE OF LAREDO BY THE CUSTOMER FOR THAT SERVICE AND IN THAT PARTICULAR MONTH.

Representation and/or Warranties
Autophone of Laredo makes no representations and cannot guarantee that Customer's domain name does not infringe upon any trademarks, trade names, service marks or other proprietary rights owned by a third party. Customer shall not hold Autophone of Laredo liable for any damages, injuries or losses incurred by Customer as a result of any action instituted by a third party.

Client Content, Backups and Data Loss
Autophone of Laredo DOES NOT performs backups of client content. Autophone of Laredo assumes no liability for any information published to any server including all customer web site content, related files, backup files, databases or mail belonging to any customer hosted at Autophone of Laredo . Backup arrangements for client content must be made by written contract and acceptance by Autophone of Laredo and any such contract will be subject to premium monthly charges.

Autophone of Laredo assumes no liability for lost content in the event a hardware or system failure occurs and data maintained on the effected servers cannot be recovered.

Access to client content is provided to all customers at any time. It is the sole responsibility of account owner to insure that they maintain their own backup copy of any materials placed on Autophone of Laredo Servers, or of any database maintained on any server operated by Autophone of Laredo in the event Autophone of Laredo is unable to restore customer content. It is the client's responsibility to know the content on their hosting accounts.

AT NO TIME SHALL AUTOPHONE OF LAREDO ASSUME ANY LIABILITY FOR LOST CUSTOMER CONTENT.

Security
Customer understands that the Internet and other various networking communications are not secure.

Integrity of Information
Customer is solely responsible for validating the integrity of the information and data it receives or transmits over the Internet.

Account Security
Customer shall be solely responsible for protecting the security of its Internet account and usage. Customer's password shall be considered private information and shall not be disseminated or in any other manner disclosed and/or transferred to third parties. Autophone of Laredo shall not be liable for any breach of security caused by Customer or third parties. IN NO EVENT SHALL AUTOPHONE OF LAREDO LIABILITY EXCEED THE TOTAL COST OF THIS CONTRACT BETWEEN AUTOPHONE OF LAREDO AND THE CUSTOMER FOR THAT PARTICULAR SERVICE.

Autophone of Laredo will use its best efforts to maintain the integrity and security of Customer's password.

Bandwidth Usage
Autophone of Laredo reserves the right to review and limit bandwidth on any hosting account package or domain exceeding reasonable monthly usage or usage over and above the specified maximum package limits in accordance with the current price list published on the web site. Customers exceeding the allotted usage monitored by Autophone of Laredo will be given the option to pay for excess usage or will be given notice of suspension of service. A single notification will be made by E-mail. Failure to respond to the E-mail notification will constitute an agreement to charge the account for excessive bandwidth usage.

The Following is Not Allowed On Our Servers
Sites with Banners, Graphics or CGI Scripts running from their domain used on other domains (example is a site running a Banner Exchange). High Yield Income Programs (HYIP) Sites, Web Sites offering download files or archives. (Please see *Disk Usage Guidelines*).

Resource Usage
Users may not:
a) Use 15% or more of system resources for longer than 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.
b) Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
c) Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.
d) Run any software that interfaces with an IRC (Internet Relay Chat) network.
e) Run any bit torrent application, tracker, or client. You may link to legal torrents off-site, but may not host or store them on our shared servers.
f) Participate in any file-sharing/peer-to-peer activities
g) Run any gaming servers such as counter-strike, half-life, battlefield1942, etc
h) Run cron entries with intervals of less than 15 minutes

WordPress Usage & Modules
We do not allow any WordPress caching modules on our shared or reseller hosting services. WordPress caching modules continually cause server overload problems. These modules include but are not limited to ones listed [here](#).

Disk Usage Guidelines
75% or more of your content on your website must be linked from an HTML or similarly coded web page where all content is freely available to the public. Your website consists of web pages of a standard design, essentially HTML based text and graphics. Downloadable files, media, streaming content or any file which consumes more than 50 MB of space must not exceed 25% of your total used disk quota.

Web Space provided on Autophone of Laredo servers is **NOT** to be used for any kind of backups.

Clients using disk space to store backups or other content in violation of these Disk Usage Guidelines may have their services revoked without prior notice OR they will be required to pay for backup service charges @ $10 per 1 GB per month.

Accounts using more disk space than allowed will also be removed from the onsite and offsite backup systems.

INODES / File Count
The use of more than 100,000 inodes on any shared account may potentially result in suspension. Accounts found to be exceeding the 100,000 inode limit will automatically be removed from our system to avoid over-usage. Every file (a webpage, image file, email, etc) on your account uses up 1 inode. Accounts that cross the 200,000 file count / Inode limit may be suspended without prior notice.

Accounts that constantly create and delete large numbers of files on a regular basis, have hundreds of thousands of files, or cause file system damage WILL be flagged for review and/or suspension.

The primary cause of excessive inodes seems to be due to users leaving their catchall address enabled, but never checking their primary account mailbox. Over time, tens of thousands of messages (or more) build up, eventually pushing the account past our inode limit. To disable your default mailbox, login to cPanel and choose "**Mail**", then "**Default Address**", "**Set Default Address**", and then type in: **:fail: No such user here**