

Internet Abuse Document

Thank you for reading the InternetHostingServers.com Internet Abuse Document

We created this document to give our users an understanding of Internet-sensitive practices, and to outline our policies on such matters as SPAM, harassment and unsolicited advertising.

Definitions

“Our” or “We” refers to InternetHostingServers.com, its subsidiaries and affiliates

“Service” refers to the services provided by us and subscribed to by you which may include, but is not limited to Website hosting and Commercial Internet Services.

“You” refers to the individual or company who subscribes to our service(s)

SPAM (Usenet)

Usenet SPAM is defined by us as any message, commercial, non-profit or opinion, that is individually posted to several newsgroups at one time, especially when the content is commercial, and/or obviously considered off-topic by the participants of the group (For example, posting your political views on world-events to a non-political group such as rec.pet.cats). You may cross-post messages, by clicking on several newsgroups and posting one message to them: cross posting is acceptable as your message goes to several groups, but readers will only see it once. It still should be of limited scope, non-commercial except in appropriate newsgroups, the message should be topical to the groups - yet the groups should be different in focus.

We generally decline to intervene in the case of debates, and do not consider SPAM complaints to be credible if they arise from disputes of this nature. The policies of the Usenet group, mailing list or Web forum will be taken into account in our consideration of such situations, but this is not the only factor we consider.

HARASSMENT

Any message (of any content) that is repeated after warning or notification is given that such message are unwelcome constitutes harassment under our policies. If you are warned by an Internet user to stop sending e-mail, or are notified that your attentions or opinions are unwanted, the best response is to immediately drop all communication with this individual.

We generally decline to intervene in the case of ongoing Usenet debates. If, in our judgment, the exchange is mutual, and if the complainant does not also agree to terminate comment, then we will not consider it harassment should you continue to participate on a public newsgroup or forum only. We will not consider such an exchange to be harassing. The policies of the Usenet group, mailing list or Web forum will be taken into account in our consideration of such situations, but this is not the only factor we consider.

Usually, we end up recommending the use of a filtering program to deal with disruptive participants. Avoidance is the only effective solution to dealing with people who seek attention by rude public behaviour. Most Usenet filters offer the user the ability to block out all posts from a particular e-mail address or by keyword. If your reader does not have this feature, please visit [TUCOWS](#) and try out their selection of Usenet readers.

UNSOLICITED ADVERTISING

SPAM (Email)

InternetHostingServers.com has a zero-tolerance policy towards Bulk Unsolicited Commercial E-Mail (BUCE, also called "SPAM").

Accounts may be terminated if:

- We receive complaints from Internet users that they find themselves unwillingly subscribed to a mailing list from which they cannot unsubscribe quickly and easily.
- We receive complaints of multiple copies of the same message being sent to the same address.
- The volume of outgoing mail from one subscriber is sufficient to negatively impact the quality of service to our other customers.
- We receive complaints of any kind of e-mail message with faked headers that can be traced to a particular account.
- We receive complaints that a commercial advertisement has been cross-posted to multiple Usenet Groups or Web forums (especially Usenet groups to which the message is considered off-topic - for example, a message about car-parts to the alt.binaries groups).
- Web Hosting accounts will be terminated if it is determined that their owners are using us or a third-party ISP to advertise using BUCE.

Our services may only be used for lawful purposes. Transmission of any material in violation of any Federal, Provincial or local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret.

On the first complaint, the account will be suspended until such time as the customer provides written assurances that the abusive pattern will not be repeated. The customer will be contacted and informed of the suspension as soon as possible.

It is the policy of InternetHostingServers.com that commercial mailing lists are acceptable, provided that all e-mail addresses on the list are willing subscribers.

These policies supersede all previous representations understandings or agreements and shall prevail notwithstanding and variance with terms and conditions of any order submitted. They are subject to changes and additions without notice.

Manner of Use

You agree to use the Service in a courteous and cooperative manner so as to avoid abusing the Service or the custom, Netiquette and user etiquette in place from time to time. You also agree to respect the use of the Internet so that you do not violate the laws or affect the rights of others. You will not misuse proprietary information or property of others for your own purposes or otherwise and will not publish threatening or defamatory materials or any materials otherwise injurious to the business or reputation of others. In particular, without limiting the generality of the foregoing, you shall not do, nor permit any of the your authorized users or other third parties to do, any of the following:

- Disclose private communications or disclose confidential information without permission to parties other than the intended recipient;
- Restrict or inhibit any other user from using and enjoying their service;
- Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, or profane information of any kind, including without limitation any transmissions encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, provincial, state, national or international law, including, without limitation, export control laws and regulations;
- Impersonate another person when posting or transmitting messages;
- Choose a user name for your email address which is protected by copyright, or other intellectual property right, without obtaining permission of the copyright or other right holder;

- Choose a user name for your email address which is libelous, defamatory, obscene, threatening, abusive or hateful;
- Post or transmit any information or software that you are aware contains a virus, worm, or other harmful component;
- Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Internet which is protected by copyright or other proprietary right, without obtaining the permission of the copyright owner or right holder;
- Falsify user information provided to us or to other users of the Service in connection with the use of our Service;
- Multiple logins, including, without limitation, logging in simultaneously from home and office, unless expressly provisioned through specific Internet access service packages;
- Engage in account sharing, including, without limitation, permitting third parties to use your service account and password;
- Unauthorized attempts to use or gain access to any account or computer resource not belonging to you;
- Use any means or device to obtain, or attempt to obtain, the Services with the intent to avoid the applicable charges;
- Use any means or device to gain unauthorized access to, alter, or destroy (or any attempt thereof) the data or information of any other customers and/or their end users;
- Engage in any activities that will cause a disruption of the Services (e.g. synchronized number sequence attacks) to other users and/or their end-users;
- Engage in any activities that will damage the systems of, or cause a disruption of Internet services to, third parties;
- Spamming or other advertising that is objectionable to us in our sole discretion, including, without limitation, sending unsolicited mass e-mailings to more than twenty-five (25) e-mail users, if such unsolicited e-mailings provoke complaints from the recipients or posting a single article or advertisement to more than ten (10) Usenet or other news groups or forums;
- Posting to any Usenet or other news group, forum, e-mail mailing list or other similar group or list articles which are off-topic according to the Charter or other published FAQ, or description of the group or list;
- Use the Services in any manner so as to harass, threaten, abuse, embarrass, or cause distress, unwanted attention, or discomfort to any person or entity;
- Use the Services to post or transmit any chain letter, or letters or messages that offer a product or service based on the structure of a chain letter;
- Engaging in any of the foregoing activities using the service of another access provider, but channeling such activities through a Company account or re-mailer, or using a Company account as a mail drop for responses; and
- Use the Services in violation of the law, or in aid of any unlawful act, or to interfere with the use and operation of our network.

We consider the above practices to constitute abuse of both our Internet Service and of the recipients of such unsolicited mailings or postings who often bear the expense. Engaging in one or more of these practices will result in immediate termination of your account.

We reserve the right to implement technical mechanisms that block multiple postings before they are forwarded, as described above. Nothing contained in this policy shall be construed to limit our actions or remedies in any way with respect to any of the foregoing activities.

We reserve the right to take any and all additional actions we may deem appropriate with respect to such activities, including, without limitation, all rights and remedies available to us at law or in equity. We reserve the right, at our sole discretion, to deny access at any time to users who breach the above rules or cause other abuses which we, in our sole discretion, deem to be disruptive to our subscribers.

Privacy and Security

We cannot ensure or guarantee privacy for users of our Hosting Service and recommend that our Hosting Service not be used for the transmission of confidential information, including credit card information. Any such use shall be at your sole risk, and we shall have no liability in connection therewith.

Commerce over the Internet

When making purchases or other transactions using our Hosting Service, you may be required by the merchant, information provider or service provider to supply personal information including credit card information or other means of payment. We are in no way responsible for any charges you may incur when making purchases or other transactions in this manner.

Monitoring

We have no obligation to monitor our Hosting Service. Your participation in on-line communications occurs in real-time and is not edited, censored, or otherwise controlled by us. Further, we cannot and do not screen content provided by users of the public Internet.

Despite the foregoing, you agree that we have the right to monitor our Hosting Service electronically from time to time, to disclose any information as necessary to satisfy any law, regulation, or other governmental request, to operate our Services properly, or to protect ourselves or our subscribers. We will not intentionally monitor (except for the purposes of testing or security protection) or disclose any private electronic email message unless required by law. We reserve the right to refuse to post or to remove any information or materials in whole or in part, to refuse access to web sites that, in our sole discretion, are unacceptable, undesirable, or otherwise in violation of these Terms and Conditions and/or applicable law.

Summary

If any customer is deemed to be in violation of any of the above-mentioned policies, InternetHostingServers.com reserves the right to terminate services without warning. InternetHostingServers.com takes a zero-tolerance approach to abuse of any kind to the system, other users or services.

Customers deemed to be in violation would not be entitled to refund of any kind. Upon suspension of service, it will be the offending customers responsibility to provide proof or defense in regard to the abusive actions in writing. At InternetHostingServers.com and its officers' discretion, access to our services may be revoked at any time for abusive conduct on the system and/or the Internet and its resources as a whole. InternetHostingServers.com and its officers are deemed as authority to define abusive conduct to the system, and definitions may periodically change or be amended to previous ones.