



# Hosting Service Agreement

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## MOSSO ACCEPTABLE USE POLICY ("AUP")

**Your services may be suspended or terminated for violation of this AUP in accordance with the Mosso Terms of Service.**

Capitalized terms used in this AUP shall have the meaning given in the Terms of Service. Inquiries regarding this policy should be directed to [abuse@mosso.com](mailto:abuse@mosso.com).

### SECTION 1: ABUSE

- **You may not use Mosso's network or Services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:**
  - 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;
  - 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 Mosso or other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
  - Use of an Internet account or computer without the owner's authorization;
  - 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 "add/remove" tool); or
  - Any conduct that is likely to result in retaliation against the Mosso network or website, or Mosso'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).

## SECTION 2: EXCESSIVE USE OF SYSTEM RESOURCES

- **You may not use your Service in a way that unnecessarily interferes with the normal operation of the Mosso services generally. In such circumstances, we may require you to repair abnormalities in your code if the operation of the code unnecessary conflicts with other customers' use of their services.**

## SECTION 3: BULK OR COMMERCIAL E-MAIL

- **You must obtain Mosso's advance approval for any bulk or commercial e-mail, which will not be given unless you are able to demonstrate, at a minimum, that:**
  - 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 Mosso'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 the list were created by you.
  - Mosso 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, Mosso may block the transmission of email that violates these provisions.

## SECTION 4: SMTP POLICY

- In addition to the requirements above, you may not send SMTP mail to send more than two-hundred and fifty (250) messages per half hour per user. Mail messages sent to other users within your domain name hosted on Mosso do not count against this limit.

## SECTION 5: MAIL RELAYS

- Generally, we do not allow bulk or commercial e-mail to be sent to more than five-thousand (5,000) users per day at a rate of 250 messages every 20 minutes. If you would like to send more than 5,000 messages per day, please contact a member of our support team for additional information.

## SECTION 6: VULNERABILITY TESTING

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

## SECTION 7: 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 Mosso services.

## SECTION 8: OFFENSIVE CONTENT

- You may not publish, transmit or store on or via Mosso's network and equipment any content or links to any content that Mosso 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 Mosso; or
  - is otherwise malicious, fraudulent or may result in retaliation against Mosso by offended viewers.
  - Content "published or transmitted" via Mosso's network or equipment includes Web content, email, bulletin board postings, chat and any other type of posting or transmission that relies on the Internet.

## SECTION 9: COPYRIGHTED MATERIAL

- **You may not use Mosso'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 Mosso's policy to terminate in appropriate circumstances the services of customers who are repeat infringers.

## SECTION 10: OTHER

- **You must have valid and current information on file with your domain name registrar for any domain hosted on the Mosso network.**
  - You may only use IP addresses assigned to you by Mosso in connection with your Mosso services.
  - You agree that if the Mosso IP numbers assigned to your account are listed on an abuse database like Spamhaus, you will be in violation of this AUP, and Mosso may take reasonable action to protect its IP numbers, including suspension and/or termination of your service, regardless of whether the IP numbers were listed as a result of your actions;
  - 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.

## SECTION 11: SERVICE LEVEL AGREEMENT

- **No credit will be available under your Mosso Service Level Agreement for interruptions of service resulting from AUP violations.**

## JOPPA SECTION 1: FORCE MAJEURE

- **Developer will make every effort to keep Client's website operational. However, certain technical difficulties and other factors outside of its control may, from time to time, result in temporary service interruptions. You agree not to hold Developer liable for any of the consequences of such interruptions.**

## JOPPA SECTION 2: LATE PAYMENTS

- **Not paying on time can result in your site becoming inactive.**
  - If your payment is more than 60 days past due Joppa Design will have the right to ‘hide’ your site from viewers, meaning it won’t be visible on the internet, but will still be on the server. We will attempt to contact you before ‘hiding’ your site.
  - If we have not heard from you after trying to get in touch with you by mail, email and phone, for a bill that is 90 days over due, we will have the right to remove your site from the server and will have to re-negotiate the terms of putting it back up to be viewable on the internet.

## JOPPA SECTION 3: REFUNDS

- **Joppa Design does not refund any hosting costs once they have been paid.**

## JOPPA SECTION 4: ILLEGAL ACTIVITY

- **You must use the Services in a manner that complies with applicable law.**
  - You may not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D:4 and D:3 of Supplement No. 1 to Part 740 of the United States Export Administration Regulations, and you may not provide access to the Services to any person (including any natural person, business entity or government entity) that is located in or is a national of any embargoed country which are Cuba, Iran, Libya, North Korea, Sudan or Syria as of September, 2005.

## JOPPA SECTION 5: COPYRIGHT INFRINGEMENT NOTICE

- **If you believe your copyright is being infringed by a person using our Services, please send your written notice of copyright infringement to:** Joppa Design, 2401 Line Ave, Amarillo, TX 79106 or [info@joppadesign.com](mailto:info@joppadesign.com).

## JOPPA SECTION 6: DISCLAIMER

- **We are under no duty, and do not by this AUP undertake a duty, to monitor or police your activities and disclaims any responsibility for any misuse of Our Services or network. We have no obligation to any person who has not entered into an agreement for Services.**

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Company/Client Name – Printed

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Company/Client Representative Name - Printed

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Company Representative - Signature

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