



Acceptable Use Policy - Updated 1/1/2005

General Usage:

Services may only be used for lawful purposes. Transmission, storage or displaying any information, data or other material in violation of any 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
- Copyrighted MP3 files
- Pornography or other adult related material
- Sexually related materials (products, services, banners)
- Links to any above materials

Sites found to contain any prohibited materials may be canceled 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

EasyASPHosting.Com, Inc. 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 \$150 fee for each reported unsolicited e-mail. Additional charges may apply for administrative work or any penalties incurred by EasyASPHosting.Com, Inc. 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!

Please [contact us](#) for UCE violations.

Privacy

Customer's information will not be given or sold to any person or entity outside of the EasyASPHosting.Com, Inc. family, with exception of illegal use of our services, in which case we may provide information and/or suspected files to the appropriate law enforcement agencies.

Copyright Violations

EasyASPHosting.Com, Inc. complies with the Digital Millennium Copyright Act. Copyright infringement issues can be forwarded to:

EasyASPHosting.Com, Inc.
Suite #1469
14781 Memorial Drive
Houston, TX 77079

Fax: (877) 255-0825
[Contact Us](#)

Excessive Usage

CGI, ASP and Cold Fusion and other scripts may cause excessive usage (system resources and/or bandwidth) which will detrimentally effect other sites 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 EasyASPHosting.Com, Inc. 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. EasyASPHosting.Com, Inc. retains sole discretion over what constitutes excessive usage.

Overages

If EasyASPHosting.Com, Inc. finds out that a customer is using more than what he/she signed up for, EasyASPHosting.Com, Inc. reserves the right to charge the customer overages. Invoices will be sent to the customer. EasyASPHosting.Com, Inc. reserves the right to go back 4 months for overages. Overage rates for bandwidth are \$2.50 per GB. Overage rates for web space are \$0.50 for 10 MB per month.

Subdirectories / Breaking Up of Sites

Any subdirectory that seems to be a site within an existing site is strictly prohibited (i.e. www.EasyASPHosting.Com/smithpharmacy - if it determined that Smith Pharmacy warrants its own site, i.e. www.smithpharmacy.com then EasyASPHosting.Com, Inc. can suspend service). EasyASPHosting.Com, Inc. has the discretion to determine whether or not a sub directory requires an additional account. The breaking up of one account to multiple accounts via subdirectories is strictly prohibited. EasyASPHosting.Com, Inc. can suspend a site without notice and charge a \$75 reconnection fee if we are forced to shut down a site that doesn't comply with this rule. This holds true even if it is found out that the customer is not reselling these subdirectories.

Server Abuse

Any attempts to cause harm or hack into our servers in any manner is strictly prohibited and we will pursue any user attempting to illegally access our servers. All evidence will be turned over to the FBI or other law enforcement agencies. Reselling space within an account is prohibited. EasyASPHosting.Com, Inc. offers a reseller program Please [contact us](#) for details. Forwarding multiple domains into a single account via remote DNS or other services without the expressed permission of EasyASPHosting.Com, Inc. is not permitted.

Commerce on the Web

Through your uses of the EasyASPHosting.Com, Inc. service, you may have opportunities to sell merchandise or services to subscribers to the EasyASPHosting.Com, Inc. 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 EasyASPHosting.Com, Inc. 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. EasyASPHosting.Com, Inc. 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.