

# ACCEPTABLE USE POLICY

**Introduction.** Using our Services requires common sense, and you agree not to use the Services in ways that violate the law, harm other people or our network, or breach Internet community standards. And you agree not use the Services to enable others to do those things. We have set out specific prohibited activities in this acceptable use policy (“AUP”). However, because the nature of what is an acceptable use of the Internet is constantly evolving, we reserve the right to make changes to the AUP at any time. We agree to provide you with notice of material changes, and if they have a negative material effect on your ability to use the Services you may terminate your Agreement with us without any additional Fees. You agree to incorporate the AUP, or restrictions no less protective of our interests, into your contract with your end users.

**Laws; Harmful Content.** You may not use the Services to violate any local, state or federal law or regulation. In particular, you may not violate laws prohibiting: copyright, patent, trademark or trade secret infringement, misuse or misappropriation; distribution of child pornography, child erotica, non-consensual sex acts or bestiality; illegal gambling; defamation, harassment or libel; false advertising; slander or transmission of malicious code or to gain access to other networks. Further, you may not use the Services in connection with any content that we reasonably believe: promotes, incites or threatens violence; contains harassing content or hate speech; is defamatory or violates a person’s privacy; infringes on another person’s copyright, trade or service mark, patent or other property right; constitutes illegal arms trafficking; or, is likely to result in retaliation against Darkspire Hosting’s system, network or employees, including behavior that results in a server being the target of a denial of service attack.

**Certain Personally Identifiable Information.** As an introductory note to this section, we would like to clarify that it is possible to run an ecommerce site on our platform, provided that you follow some best practices that prevent credit card information from being processed or stored on our platform. For more information on PCI Compliance, please view [/legal/](#) and click PCI Compliance. You are not permitted to use or cause the Services to store or process sensitive or otherwise regulated personally-identifiable information such as Protected Health Information (as that term is defined under the HIPAA Act), cardholder data that is protected under the PCI DSS (including, but not limited to, credit or debit card data), or other financial data (such as bank account details). You acknowledge and agree that we cannot be responsible for any liabilities arising from your violation of this restriction.

**Privacy Policy.** Because you are responsible for the data that is collected on your site and how such data is used, you agree that you will maintain a privacy policy that complies with applicable law and accurately reflects the data collection and use practices on your site. Further, if you are subject to the European Data Directive, you also represent and warrant that your privacy policy will incorporate the material portions of our [privacy policy](#).

**Spam.** If you use the Services to transmit email, you must do so responsibly. Sending or promoting SPAM using the Services is prohibited and will result in immediate termination of your account. We consider SPAM to be the transmission of any email messages that are in violation of the most recent

regulations issued by the Federal Trade Commission implementing the CAN-SPAM Act or, if you are sending emails to non-domestic end users, any foreign equivalent thereof. In addition and at our discretion, we may place limits on the number of outbound messages you send if our review of your account indicates that you are jeopardizing our network stability. Without limiting any other rights we may have, the parties agree that should you breach this section by sending SPAM it would be difficult to determine actual damages. Accordingly, a \$500 charge per violation will be assessed as a reasonable estimate of the damages that would accrue if a breach occurred in the future. The parties further agree that such \$500 would not act as a penalty.

**Overburdening Resources; Overuse.** You may not overburden the Services. You may not place excessive burdens on our, or the providers of Third Party Services', CPUs, servers or other resources or interfere with the services we provide to other customers. You may not use excessive bandwidth or data transfer. If your Services are unmetered, and your use of them exceeds the use of the Services by similarly situated customers, we may offer to move you to a metered plan. If you refuse to move to a metered plan, we may place restrictions on your use of the Services until your use corresponds with that of similarly situated customers. If the Order sets out an amount of data transfer or number of visitors, you agree not to exceed this amount. If you do, and we choose not to limit your use of the Services, your data transfer or visitors over the contracted amount will be billed at our then-current rate.

**Internet Relay Chat; Videos.** You may not use, or provide, open proxies or Internet Relay Chat. Additionally, you may not use the Services for video streaming.