



Acceptable Use Policy

Last Updated: June 20, 2021

This Acceptable Use Policy ("AUP") governs your use of the Services and is incorporated by reference into South Metro Web Designs' ("SMW") Terms of Service. Unless otherwise stated, defined terms in this AUP have the meanings provided in the Terms of Service. SMW may modify this AUP at any time without notice.

The Services provided by SMW may only be used for lawful purposes. You agree to comply with all applicable laws, rules and regulations in connection with your use of the Services. SMW reserves the right to refuse service to anyone. Any material that in our judgment violates this AUP in any manner may be removed from our servers (or otherwise disabled), with or without notice. Failure to respond to an email from our abuse department within the specified time period in our email to you may result in the suspension or termination of the Services.

The Services shall be used solely for legitimate business and commercial purposes, and you shall not use the Services for activities which, in SMW's sole discretion, may be illegal, offensive, abusive, or in a manner that interferes with or adversely affects the Services or use of the Services (including deliberate attempts to overload a system and broadcast attacks) or that would expose SMW to criminal or civil liability.

Prohibited Uses

Infringement of Intellectual Property Rights.

Use of the Services to infringe upon another party's intellectual property rights is prohibited. This includes, but is not limited to, the unauthorized copying or distribution of movies, music, books, photographs, software/warez, or any other copyrighted work. Selling or offering to sell any counterfeit merchandise will result in the immediate termination of your account. Any account found to be infringing on the intellectual property rights of others will be expeditiously removed or access to the material will be disabled. Any account found to be in repeated violation of this prohibition will be suspended or terminated.

If you believe that your intellectual property rights are being infringed upon, please email info@southmetroweb.com For copyright infringement claims, SMW follows the Digital Millennium Copyright Act ("DMCA") notice and takedown procedures.

Using a shared account as a backup/storage device.

You may not use a shared hosting account as a backup/storage device.

Unacceptable Material

Zero Tolerance Adult Content Policy

SMW has a zero tolerance policy in effect for adult content. We do not allow any content considered "adult material" on our servers. This includes any type of media that may contain nudity, partial nudity, or anything else of adult nature determined in SMW's sole discretion. Violators of this policy will be immediately terminated without a refund. Additional prohibited content is outlined below:

Unacceptable material on our servers include without limitation:

- Topsites
- Any website related to Cannabis, CBD is strictly forbidden.
- IRC Scripts/Bots
- IRCd (irc servers)
- Proxy Scripts/Anonymizers
- Image Hosting Scripts (similar to Photobucket or Tinypic)
- AutoSurf/PTC/PTS/PPC sites
- IP Scanners
- Bruteforce Programs/Scripts/Applications
- Mail Bombers/Spam Scripts
- Banner-Ad services (commercial banner ad rotation)
- File Dump/Mirror Scripts (similar to rapidshare)
- Commercial Audio Streaming (more than one or two streams)
- Escrow/Bank Debentures
- High-Yield Interest Programs (HYIP) or Related Sites
- Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme)
- Sale of any controlled substance without prior proof of appropriate permit(s)
- Prime Banks Programs
- Lottery/Gambling Sites
- MUDs/RPGs/PBBGs
- Hacker focused sites/archives/programs
- Sites promoting illegal activities
- Forums and/or websites that distribute or link to warez/pirated/illegal content
- Bank Debentures/Bank Debenture Trading Programs
- Fraudulent Sites (Including, but not limited to sites listed at aa419.org & escrow-fraud.com)
- Mailer Pro
- Push button mail scripts

- Broadcast or Streaming of Live Sporting Events (UFC, NASCAR, FIFA, NFL, MLB, NBA, WWE, WWF, etc)
- Tell A Friend Scripts
- Anonymous or Bulk SMS Gateways
- Bitcoin Miners
- PayDay Loan Sites (including any site related to PayDay loans, PayDay loan affiliate programs, etc)
- Hacking, phishing, spamming, scamming, identity theft, fraud, forgery, deception, virus or malware distribution, network attacks, and interference with any other user's use of the Services.
- The unauthorized access, monitoring, collection, or use of data, systems or networks.
- Transmitting, distributing or storing illegal or fraudulent information or material or information or material that will infringe or otherwise violate any privacy, intellectual property, publicity or other personal rights including, any copyright, patent, trademark, trade secret or other proprietary right.
- Engaging in offensive activities such as harassment or transmitting or distributing content that is inappropriate, obscene, defamatory, threatening, abusive, that advocates violence, or that violates a law, regulation, or public policy.

In addition, you and your Users must comply with all applicable laws, rules and regulations related to your use of the Services, specifically including data protection and privacy laws, as well as laws relating to unsolicited commercial electronic messages.

Child Pornography Prohibited.

Content that is potentially harmful to minors, as determined in SMW's sole discretion, is strictly forbidden, including but not limited to, child pornography or content perceived to be child pornography. Any website found to host child pornography or linking to child pornography will be suspended immediately without notice.

Other Prohibited Content.

We reserve the right to refuse service to anyone. Any material that, in our judgment, is obscene, threatening, illegal, or violates our Terms of Service or this AUP in any manner may be removed from our servers (or otherwise disabled), with or without notice.

Unacceptable Resource Usage

You may not:

Use twenty-five percent (25%) or more of our system resources for longer than ninety (90) seconds at a time. Activities that could cause this excessive use, include but are not limited to: CGI scripts, FTP, PHP, HTTP, etc.

Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.

Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.

Run any software that interfaces with an IRC (Internet Relay Chat) network.

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.

Participate in any file-sharing/peer-to-peer activities

Run any gaming servers such as counter-strike, half-life, battlefield1942, etc.

Run cron entries with intervals of less than fifteen (15) minutes.

Run any MySQL queries longer than fifteen (15) seconds. MySQL tables should be indexed appropriately.

Include the local file rather than the URL when using PHP, include functions for including a local file. Instead of including "http://yourdomain.com/include.php"), use "include.php".

Force html to handle server-side code (like php and shtml) to help reduce usage.

INODES.

User 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 may be flagged for review and/or suspension. The primary cause of excessive inodes is typically 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 an acceptable amount of inodes. 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".

Zero Tolerance Spam Policy

We take a zero tolerance stance against the sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists," purchased lists, and selling of lists will be treated as spam. We may terminate the account of any User who sends out spam with or without notice.

Websites advertised via spam (Spamadvertised) may not be hosted on our servers. This provision includes, but is not limited to, spam sent via fax, phone, postal mail, email, instant messaging, or usenet/newsgroups. No organization or entity listed in the ROKSO may be hosted on our servers. Any User account which results in our IP space being blacklisted will be immediately suspended and/or terminated.

SMW reserves the right to require changes or disable as necessary, any website, account, database, or other component that does not comply with our policies, or to make any such modifications in an emergency that we deem necessary at our sole discretion.

SMW reserves the right to charge the holder of the account used to send any unsolicited e-mail a cleanup fee or any charges incurred for blacklist removal at our sole discretion.

Defamation Policy

Websites hosted on servers leased by SMW in the U.S. are regulated by U.S. law. Accordingly, pursuant to Section 230(c) of the Communications Decency Act, SMW's policy is not to remove

allegedly defamatory material from websites hosted on our servers unless the material has been found to be defamatory by a court, as evidenced by a court order. As a webhost, SMW is not a publisher of User content and we are not in a position to investigate the veracity of individual defamation claims. We rely on the legal system and the courts to determine whether or not material is indeed defamatory. In any case in which a court order indicates that material is defamatory, libelous, or slanderous in nature, we will disable access to the material. Similarly, in any case in which a U.S. court has placed an injunction against specified content or material being made available, we will comply and remove or disable access to the material in question.

SMW's Rights

SMW reserves the right at all times to investigate any actual, suspected, or alleged violations of this AUP. You shall reasonably cooperate with SMW in investigating and correcting any actual or alleged breach of this AUP by yourself or any User. SMW further reserves the right to cooperate with legal authorities and third parties in investigating any alleged violations of this AUP, including disclosing the identity of any User that SMW believes is responsible for such violation. SMW may implement technical mechanisms to prevent AUP violations.

Nothing in this AUP shall limit SMW's rights and remedies at law or in equity that may be available.

Disclaimer

SMW is under no duty to monitor user's activities, and SMW disclaims any responsibility for any User's misuse of the Services. SMW has no responsibility for any User or other third-party material or information created, stored, maintained, transmitted or accessible on or through the Services, and is not obligated to monitor or exercise any editorial control over such material. In the event that SMW becomes aware that any such material violates this AUP and/or exposes SMW to civil or criminal liability, SMW may, but is not required to, block access to such material. Unless otherwise stated in this AUP, SMW disclaims any obligation to any person who has not entered into an agreement with SMW for use of the Services.

AUP Violations

Your Services may be terminated with or without notice upon any violation of this AUP. If applicable, violations will be reported to the appropriate law enforcement agency.

A failure to respond to an email from our abuse department within forty-eight (48) hours, or as otherwise specified in the email, may result in the suspension or termination of your Services. All abuse issues must be dealt with via trouble ticket/email and will receive a response within forty-eight (48) hours.

If you feel you have discovered a violation of our AUP please report it to:
info@southmobileweb.com