

Acceptable Usage Policy

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Please read these Acceptable Usage Policy ("AUP", "Acceptable Use Policy") carefully before using the ohostme.com website or any affiliated services (the "Service") operated by OHostme ("us", "we", "OHostme", "OHM" or "our").

This AUP complements our Terms of Service (TOS). Your access to and use of the Service is conditioned on your acceptance of and compliance with these AUP. These AUP apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these AUP. If you disagree with any part of the AUP then you may not access the Service.

1) Introduction

In order to provide a professional service, we have set up a few guidelines for users of our service. Some of these guidelines may seem strict, but they ensure a safe, functional, and trusted environment for all our customers to publish their information on the Web.

2) Web and FTP Site Content Policies

We do not allow any of the following content to be published on any of our web servers:

Content of a pornographic, sexually explicit, or adult nature.

Content of an illegal nature (including copyrighted material).

Pirated software sites, Hate sites or content that could be reasonably considered as slanderous or libellous. OHostme representatives will decide upon content that is questionable regarding any of the aforementioned criteria.

Users posting any of the above content on their sites may have their Web and/or incoming anonymous FTP services temporarily suspended. They will then be contacted by OHostme and given the opportunity to remove the content in question before having their services reinstated. A repeated offense may cause cancellation of service without refund of any fees.

3) Email Usage Policies

OHostme does not support unsolicited email messages sent by users of our system (also known as junk email or SPAM). Users sending unsolicited email messages from our system will have all of their services temporarily suspended. They will then be contacted by OHostme and informed of the suspension before having their services reinstated. A repeated offense may cause cancellation of service without refund of any fees. OHostme does not allow any hosting account to give out free or paid email hosting on a public level. Reseller accounts are exempt from this, however spam guidelines still apply. It is up to the reseller to monitor and control outgoing junk email/spam. However, Resellers are responsible for the accounts they owned and are expected to ensure no spam email are being sent. We reserve the right to refuse service to resellers which perpetually cause spam issues.

4) Illegal Activities

Customers caught using our system for illegal activities, including but not limited to breaking into remote systems, credit card fraud, theft, vandalism, threats, or violence, will have their accounts

immediately cancelled without refund of any fees.

5) Right to Refuse Service

OHostme reserves the right to refuse service to anyone for any reason. We enforce this policy to ensure a professional environment for the users of our system. This includes any programs, such as CGI programs that are using excessive amounts of system resources. Excessive amounts is defined as any amount that results in substantial degradation of server performance. OHostme is the sole determinant of what constitutes degraded server performance. On some occasions, we allow heavy usage depending on the situation. However, additional fees may apply.

6) Virtual Private Servers

OHostme sells Virtual Private Servers. Most resources on a Virtual Private Server (such as RAM, Diskspace and Bandwidth) are hard-limited to the values purchased. CPU is however only limited pertaining to number of cores, not usage of said cores. Since CPU usage is hard to determine (where spikes of high CPU usage is normally acceptable), and since our platforms work on an equal-share basis, we do not have clear limits on acceptable CPU usage/weighting. We instead reserve the right to immediately suspend or terminate any server that shows consistent patterns of resource abuse. We will typically hand out several warnings prior to taking action - however the performance and stability of the entire platform is regarded as the highest priority.

Game Server Hosting is not permitted in any form, due to their proneness to be targetted for Denial of Service attacks.

Should a Virtual Private Server come under Denial of Service/Distributed Denial of Service attack, OHostme reserves the right to suspend the Virtual Private Server, as well as blackhole/null-route the IP-address. This is done to protect the integrity of the shared platform. Note that whilst OHostme offers basic protection against DDoS & DoS-attacks, repeated, long-lasting or heavy attacks will lead to the aforementioned actions being taken.

7) Resource Usage

OHostme utilizes CloudLinux to actively monitor, as well as limit resource consumption. This is done to provide a stable and fast platform for all users, and to avoid having users bring down the performance of others.

- #1: Users may not consume 15% or more of system resources for a period longer than 60 seconds.
- #2: Users may not run any type of crawler, web indexer or web spiders.
- #3: Users may not use any software that interfaces with IRC, or an IRC network.
- #4: Users may not run cronjobs with intervals of less than 15 minutes.
- #5: Users may not run any unattended daemons, or other server-side processes.
- #6 Users may not run any torrent application, tracker, or client.
- #7 Users may not participate in any file-sharing/peer-to-peer activities.
- #8 Users may not run any gaming servers such as Counter Strike, Half-Life, Battle Field, etc.
- #9 Users may not run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.
- #10 Users may not offer image, file, document or data storage, free hosting or email services and audio/video streaming on shared servers.

The use of more than 200,000 inodes on any shared account may potentially result in a warning first, and if no action is taken future suspension. Accounts found to be exceeding the 100,000 inode

limit will automatically be removed from our backup system to avoid over-usage, however databases will still be backed up. Every file (a webpage, image file, email, etc) on your account counts as one inode.

Sites that slightly exceed our inode limits are unlikely to be suspended; however, 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.

OHostme also sells Virtual Private Servers. Most resources on a Virtual Private Server (such as RAM, Diskspace and Bandwidth) are hard-limited to the values purchased. CPU is however only limited pertaining to number of cores, not usage of said cores. Since CPU usage is hard to determine (where spikes of high CPU usage is normally acceptable), and since our platforms work on an equal-share basis, we do not have clear limits on acceptable CPU usage. We instead reserve the right to immediately suspend or terminate any server that shows consistent patterns of resource abuse. We will typically hand out several warnings prior to taking action - however the performance and stability of the entire platform is regarded as the highest priority.

Our Backup Services utilize a fair usage policy on bandwidth and I/O. Should a user show what OHostme considers abnormal usage patterns that suggest a decline in grade of service could occur, OHostme agrees to contact the user and provide a 24-hour timespan to resolve the issue. Bandwidth usage may never exceed three times the plan space purchased in a single month.

8) Changes

We reserve the right, at our sole discretion, to modify or replace these AUP at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised AUP. If you do not agree to the new AUP, please stop using the Service.