



Acceptable Use Policy

Last Revised: April 3, 2016

This acceptable use policy defines Zap5 Networks' and its included subsidiaries and divisions policy designed to protect ZAP5 NETWORKS and persons and entities using ZAP5 NETWORKS products and services, including Internet service (collectively, "customers") from negative impact caused by inappropriate activities. ZAP5 NETWORKS reserves the right to modify this policy from time to time. Customers shall adhere to this policy and are subject to the terms and conditions herein.

Each customer's use of Zap5 Networks' products and/or services constitutes acceptance of the Acceptable Use Policy in effect at the time of use. If at any time a customer elects not to accept this policy, the customer shall discontinue use of Zap5 Networks' products and/or services.

Abuse of our network may result in your account being suspended without warning.
Don't be an idiot! Each customer is responsible for any misuse of accounts on its systems.
This is your warning!

Each customer is responsible for ensuring that its access to and management activities on its systems, data and content does not impose risks to or negative impacts on ZAP5 NETWORKS or other sites or systems.

Each customer is responsible for any misuse of accounts on its systems located at ZAP5 NETWORKS. Each customer shall adhere to all local, state, federal and international laws and regulations regulating customer operations.

1 - UNACCEPTABLE USAGE

Each customer is responsible for ensuring that it does not knowingly allow its systems hosted by ZAP5 NETWORKS to be used for any of the following:

1. Posting, transmission, re-transmission, or storing material on or through any of Zap5 Networks' products or services, if in the commercially reasonable judgment of ZAP5 NETWORKS such posting, transmission, re-transmission or storage is: (a) in violation of any local, state, federal, or international law or regulation; (b) harassing (through language, frequency or size of message); (c) obscene; (d) hateful; or (e) libelous.
2. Installing or distributing "pirated" or other software products that are not licensed for use by customer.
3. Deceptive marketing practices.
4. Actions that restrict or inhibit Zap5 Networks' or its customers' use or enjoyment of ZAP5 NETWORKS 's products and services, or that generate excessive network traffic through the use of automated or manual routines that are not related to ordinary personal or business use of Internet services.
5. Introducing malicious programs (e.g., viruses, Trojan horses and worms) into the ZAP5 NETWORKS network or servers or other products and services of ZAP5 NETWORKS.
6. Causing or attempting to cause security breaches or disruptions of Internet communications. Examples of security breaches include but are not limited to accessing data of which the customer is not an intended recipient, or logging into a server or account that the customer is not expressly authorized to access. Examples of disruptions include but are not limited to port scans, flood pings, packet spoofing and forged routing information. This also includes no IRC on the network.
7. Executing any form of network monitoring that will intercept data not intended for the customer.
8. Circumventing user authentication or security of any host, network or account in any way, including, but not limited to:
 - (a) configuring systems to bypass security controls; (b) conducting online security audits or tests against or through ZAP5 NETWORKS systems or networks without coordination with and the explicit written consent of an authorized manager of ZAP5 NETWORKS;
 - (c) installation of programs or configuring systems to allow "sniffing" of data traveling over a shared network; (d) installing or using software for the purposes of cracking encrypted data including, without limitation, stored passwords; and (e) removing or disabling security software or services including, without limitation anti-virus software, logging utilities or authentication services.
9. Interfering with or denying service to any user other than the customer's host (e.g., denial of service attack).

10. Using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable a user's terminal session.
11. Furnishing false or incorrect data on the order form contract (electronic or paper) including fraudulent use of credit card numbers or attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization or other methods to document "use" of ZAP5 NETWORKS's products or services.
12. Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material, who were not previous customers of the customer or with whom the customer does not have an existing business relationship (e.g., e-mail "spam").
13. Solicitations of mail or any other E-mail address other than that of the poster's account or service, with the intent to harass or collect replies.
14. Creating or forwarding "chain letters" or other "pyramid schemes" of any type.
15. Use of unsolicited E-mail originating from within the ZAP5 NETWORKS network or networks of other Internet service providers on behalf of or to advertise any service hosted by ZAP5 NETWORKS or connected via the ZAP5 NETWORKS network.
16. Exporting, re-exporting, or permitting downloads of any content in violation of the export or import laws of the United States or without all required approvals, licenses and exemptions.
17. High yield investment programs.
18. sites that are attacking in nature - specifically "sucks" types sites and sites that use others corporate names to promote them as sucking or use their corporate image / logo exactly or in slightly altered ways are expressly disallowed.
19. Altering, defacing or otherwise causing any unauthorized or unapproved modification of any system belonging to ZAP5 NETWORKS, another customer or any other system on the Internet;
20. Violating the privacy rights of others, including, without limitation, the collection of information about individuals without their knowledge or consent, except as allowed by applicable laws and regulations;
21. Engaging in, or permitting, any activity that leads to a degradation or denial of service for ZAP5 NETWORKS, another customer or any other system or site on the Internet;
22. Violating the rules or policies of any other hosting provider, message service, chat room, bulletin board, newsgroup or similar system, service or provider;
23. Intentionally, recklessly or negligently omitting, forging, deleting or misrepresenting transmission information—including, without limitation, headers, return-address information and IP addresses—that is intended to cloak or hide the identity or source of information transmitted by the customer's systems, customers or users.
24. Use the service for any public IRC interconnections. I.e. hosting an irc daemon or reselling / providing shell services where irc clients and or bots are utilized.

25. Use the service for a primary business of email services. This may include free email services to the public, opt-in lists, double opt-in, or any matter of regular bulk email services.
26. Hardware Resource Usage; Client agrees not to run any processes on his or her web hosting or VPS which use the equivalent of a full CPU core (1.0 CPU load) or more for an extended period of time. An extended period of time will generally mean one (1) hour, but will depend upon the CPU load and level of impact on other clients sharing the physical server. Disruptive CPU usage may result in a reboot, shutdown, and/or suspension of the VPS regardless of the time lapse involved.
27. Network Abuse / DDoS; although we have the ability to absorb and tolerate occasional DDoS attacks, clients who have not purchased our optional DDoS filtering and who are targeted with frequent and/or disruptive attacks will be terminated. In addition, we do not allow port scanning or UDP floods to be sent from our network. Accounts sending floods, port scanning, and/or creating artificial traffic will be suspended and/or terminated. If your service is found to be degrading the connection speed of other customers, you will be notified via ticket and asked to reduce your usage else further actions will be taken.

2 - STRICTLY PROHIBITED USES

The following are strictly prohibited uses and may result in **immediate** suspension and/or termination if discovered on your account:

1. Denial of Service (DoS) attacks
2. Port scanning
3. Botnets
4. TOR exit nodes
5. Open proxies
6. Open DNS resolvers
7. Hola
8. Illegal downloads/Piracy
9. Kloxo
10. Video chat (e.g., CamFrog, Visichat)
11. Virtual currency (*coin) mining
12. HentaiAtHome
13. Facebook crawlers
14. IP spoofing
15. Fake/Replica product websites
16. Phishing
17. World Community Grid, Folding at Home, or similar software
18. Prime95

19. CrystalMines
20. HYIP websites
21. Booter/Stresser websites
22. HitLeap or any artificial traffic creation
23. iBusinessPromoter or similar software
24. LIULIANGKUANG
25. Multics, CCcam, or any other card sharing software
26. Chinese private game servers and related websites

4 - NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Services, you will not use the Services (nor will you permit an end user to use the Services) for any purpose that is unlawful or otherwise prohibited by this AUP. You may not use the Services (nor will you permit an end user to use the Services) in any manner that could damage, disable, overburden, or otherwise impair any of the Services offered by Zap5 Networks, or any services offered by a third party, or interfere with any other party's use and enjoyment of any of our Services. You may not (nor will you permit your end users to) attempt to gain unauthorized access to any Service, other accounts, computer systems or networks connected to our network through hacking, password mining or any other means. You may not (nor will you permit your end users to) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

5 - RESOURCE USAGE POLICY

In hosting environments, a server's resources are what economists would call a common pool resource, meaning that although having plenty of available system resources benefits everyone, no single user has an incentive to ensure that they don't use too many resources themselves. In an effort to protect against the tragedy of the (server) commons, we have placed limits on the amount of a server's resources that any given user may consume. While these are limits, server abuse is not limited to these policies and is up to Zap5 Networks' discretion what constitutes server abuse.

Understand that these policies are in place to protect you, our customers, from poor service quality. Generally, if we need to impose a restriction on an account for resource abuse, that account is in violation of at least two of these policies (or one policy to a very serious degree) and is adversely affecting the other clients on their server. The large, large majority of sites, at least 99.5%, will never even have to take these limits into consideration. That being said, it's good to make yourself aware of them. This aligns with our Terms of Services.

5.1 - Shared & Reseller Services:

Resources such as MySQL databases, subdomains, POP3 mail accounts, SMTP mail accounts, FTP accounts should not be used and created in such a way that can potentially have adverse effects on the normal optimal operation of our services.

Shared and Reseller accounts should not exceed the limits as enforced by CloudLinux LVE containers on our servers, and:

- a. CPU Usage: 25% of 1 CPU Core
- b. pMEM: 256MB
- c. vMem: 1GB
- d. Entry Processes: 20
- e. All cron jobs must be 'niced' to 15 or greater (see the Unix manpage for "nice" for more information).
- f. A cron job should not execute more frequently than once every 15 minutes
- g. Web processes should not fork or spawn subprocesses.
- h. Programs may not run in the background or listen on a network port. If you require a bot, service or daemon, you should consider a dedicated server, as very few shared web hosts allow this type of program.

5.2 - Semi-Dedicated Services:

Resources such as MySQL databases, subdomains, POP3 mail accounts, SMTP mail accounts, FTP accounts should not be used and created in such a way that can potentially have adverse effects on the normal optimal operation of our services.

Semi-Dedicated accounts should not exceed the limits as enforced by CloudLinux on our servers :

- a. CPU Usage: As stated on plan
- b. pMEM: As stated on plan
- c. vMem: As stated on plan
- d. Entry Processes: As stated on plan

5.3 - Virtual Private Servers and Dedicated Servers:

If Zap5 Networks' in good faith believes your resource usage (CPU / hard drive and network connectivity usage) is and/or will potentially have negative effects on the normal optimal operation of our normal optimal operation of our services, we reserve the right to request you to upgrade to a dedicated server or a higher plan. Additionally as per our Terms of Services your service may be rate limited or have additional resource limits imposed onto it to prevent your service from affecting other Zap5 Networks' customers.

6 - UNLIMITED POLICY

We know "unlimited" can be a contentious issue, so this policy is here for us to explain what we mean by this. Put simply: we don't want you to have to worry about the disk space usage or bandwidth usage of your website, no matter how busy it gets. You are **allowed** to upload as much data as you need for your website to operate.

That being said there are other factors that you will need to consider, if your website isn't well optimized it may cause issues due to the amount of CPU, RAM or disk I/O it is using. If this is excessive for a shared service and negatively impacting other users then we would look at other hosting options and you may be asked to move to a VPS.

With this in mind we define "unlimited" when referring to disk space as unmetered disk space usage to the extent of the server's capacity. *Please review our Terms of Services for more details.*

6.1 - EMAIL ACCOUNTS

There is no limit on the number of email accounts on the unlimited email packages, individual accounts should be kept **below 10GB each** to promote reasonable file system performance, and deleted emails should be removed from the server annually at minimum.

- a. Each email account is restricted to 10 GB of disk space.
- b. Processes should not send outbound mail to more than 25 recipients at any given time.
- c. The maximum number of members per mailing list is 1,500.
- d. POP connections are limited to 60 per hour.
- e. SMTP connections (outbound email connections) are limited to 500 per hour per server account.
- f. Mailing lists larger than 1,500 will require a semi dedicated, VPS, or dedicated server from us. Dividing one list into smaller parts to get around this limit is not allowed.
- g. Any mailing list over 900 emails is only allowed in off peak times such as Saturday and Sunday or from 1am to 8am local server time during the week.
- h. Any mailing list must be throttled so that it sends an email every 6 seconds at the very minimum. If the mailing list software you are using doesn't support throttling you must use something else. We do this as this keeps the server load from going very high and causing problems for other users. If you don't do this you will be suspended.
- i. We do not allow you to send to a mailing list you were given or that you bought. This is spamming and we have zero tolerance for this.
- j. No Direct SMTP mailing system scripts are permitted. Mail should be relayed through the local MTA.

6.2 - DATABASES

You are allowed an unlimited number of databases unless your plan specifies a limit, we do request that queries and databases are well optimized and kept **under 5GB each** to promote reasonable site and server performance.

- a. All users are restricted to 20 concurrent MySQL connections.
- b. Each database is restricted to 5GB of disk space.
- c. Database queries should not exceed 3,000 per hour.
- d. Database changes (insert/update/delete) should not exceed 1,000 queries per hour.
- e. Database servers should not be used as a hosted solution. Database access should only be used for the web site hosted by Zap5 Networks.
- f. Remote database access is for administrative purposes only.

6.3 - WHAT ISN'T ALLOWED IN "UNLIMITED"?

If your site is designed with the main purpose of using disk space or bandwidth then it wouldn't be suitable for our unlimited hosting. Any sites hosting content that is disallowed by our terms of use and acceptable use policy of course wouldn't be suitable either, here are some examples:

- a. Copyrighted material that you are not the owner or been granted permission by the rights holder
- b. File upload / sharing / archiving / backup / mirroring / distribution sites.
- c. Any site that exists just to funnel visitors to another site, known as doorway pages or gateway sites.
- d. Sharing your account and the resources available to it with 3rd parties whether via a subscription or freely
- e. Offering Image, File, Document and Data storage, and free hosting and email services are strictly prohibited.
- f. Off-site media storage is not permitted.
- g. The total number of inodes in an account may not exceed 75,000. Every file (a webpage, image, email, php file, directory, etc.) on your account uses up one (1) inode.
 - *This is not something we actively enforce and it will only become an issue if a client is causing problems for others on the server. We will of course notify you if this is the case with a full explanation.*
- h. A directory cannot contain more than 2,500 immediate child files. This includes subdirectories themselves, but does not include files contained within those directories.
- i. A single log file (such as a ruby production.log) should not exceed 1 GB in size. Total size of all similar log files should not exceed 5 GB in size.

6.4 - SO IT'S NOT REALLY "UNLIMITED" THEN?

Every hosting company has a policy like this and we believe ours is very generous, we like to be upfront about this though, not hide it in the small print!

This is written to let the tiny fraction of people that wish to run websites hosting illegal content, or just see how much disk space or bandwidth they can use, know that we won't tolerate that as it wouldn't be fair on users that wish to genuinely use these resources. For anyone running their own site with content that they created we'll do our best to keep you up and running on our shared hosting service, no matter how much disk space or bandwidth you use!

7 - ENFORCEMENT

Each customer shall implement measures and procedures to ensure that its systems are not accessed or used in an unauthorized manner, including, without limitation, the following: (1) maintaining, and providing ZAP5 NETWORKS with, a list of authorized individuals and accounts that are permitted to remotely access such customer's systems hosted by ZAP5 NETWORKS ; (2) notifying ZAP5 NETWORKS in writing if a user no longer requires remote access to such customer's site (ZAP5 NETWORKS must receive this notification at least five business days in advance of the date that the access is no longer needed); (3) remote-access accounts shall not be transferred from one individual to another, nor shall they be shared between individuals. Upon notification of a violation, customers shall immediately take all commercially reasonable and necessary steps to avoid any further abuse of such resource.

ZAP5 NETWORKS may be notified of a violation in a number of ways, including by an external organization, agency, entity or individual that is affected by the activities of a customer or, when a violation is detected internally, by a source within ZAP5 NETWORKS. ZAP5 NETWORKS retains the sole right to determine whether a violation of this policy has occurred. Generally, ZAP5 NETWORKS will attempt to work with a customer to address violations of this policy, but ZAP5 NETWORKS is not required to do so. Based on the severity of the violation or the number or nature of complaints received, ZAP5 NETWORKS , in its sole discretion, has the absolute right to immediately terminate service; provided, however, that ZAP5 NETWORKS will use commercially reasonable efforts to notify Customer prior to or upon such suspension. ZAP5 NETWORKS has the right to seek legal remedies for any damages, costs or expenses that may be incurred as a result of a violation of any of this policy by or through a customer.

If ZAP5 NETWORKS believes that systems located within ZAP5 NETWORKS facilities are being used in an unlawful or improper manner or for unlawful or improper activities, ZAP5 NETWORKS will fully cooperate with civil and/or criminal enforcement authorities conducting investigations of such use or activities. ZAP5 NETWORKS will also support the investigation of the unacceptable uses listed above and any other activities that ZAP5 NETWORKS, in its sole discretion, believes

adversely impact the operation or security of ZAP5 NETWORKS, customers or other systems accessible by customers or customers' clients or users.

No failure or delay in enforcing this policy shall constitute a waiver of the policy or of any other right or remedy. If any provision of this policy is deemed unenforceable due to law or change in law, such provision shall be disregarded and the balance of the policy shall remain in effect.

8 - ELECTRONIC COMMUNICATIONS PRIVACY ACT NOTICE

1. ZAP5 NETWORKS makes no guarantee of confidentiality or privacy of any information transmitted through or stored upon ZAP5 NETWORKS technology, and makes no guarantee that any other entity or group of users will be included or excluded from ZAP5 NETWORKS's network. ZAP5 NETWORKS may periodically monitor transmissions over its network for maintenance, service quality assurance or any other purpose permitted by the Electronic Communications Privacy Act, P.L. No. 99-508, as amended.
2. **GOVERNMENT SURVEILLANCE WARNING:** Note that due to provisions in both the Patriot Act and the Foreign Intelligence Surveillance Act (FISA), US companies must hand over user's data even if that user is a non-US citizen, and the data has never been stored in the US. **Zap5 Networks offers no protection against government surveillance programs.** The UKUSA Agreement is an agreement between the United Kingdom, United States, Australia, Canada, and New Zealand to cooperatively collect, analyze, and share intelligence. Members of this group, known as the Five Eyes, focus on gathering and analyzing intelligence from different parts of the world. Accordingly, there can be no expectation of privacy in the course of your use of any of Zap5 Networks' computer systems. The use of a password or any other security measure does not establish an expectation of privacy. There is no expectation of privacy in any form of access to Zap5 Networks' computer systems.
3. **Warrant Canary:** As of **April 3, 2016** no warrants have ever been served to Zap5 Networks or its employees. No searches or seizures of any kind have ever been performed on Zap5 Networks assets. Zap5 Networks has no direct or indirect knowledge of any backdoors, or potential backdoors in our servers or network and Zap5 Networks has not received any requests to implement a backdoor. Zap5 Networks has never disclosed any user communications to any third party.
 - Special note should be taken if these messages ever cease being updated, or are removed from this page. However, this scheme is not infallible. This statement does not prevent them from using force to coerce Zap5 Networks to produce false declarations.