ACCEPTABLE USE POLICY

1. General Information
   As used herein, the term "Subscriber" or "Subscribers" shall include any and all users, customers, subscribers, affiliates (including without limitation customers and non-customers to whom HostMonster provides/affiliates or otherwise seeks to promote the services or products of HostMonster or any third party the services or products of which are offered by or obtained through or in connection with HostMonster), members or others (i) who sign up for, use or obtain services or products from HostMonster or any third party the services or products of which are offered by or obtained through or in connection with HostMonster, or (ii) who visit the Website of HostMonster Web Hosting or any such third party. As a provider of Internet/Web Wide Access, Web site hosting, and other Internet-related services, HostMonster, ("HostMonster") offers Subscribers, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. HostMonster respects that the Internet provides a forum for the free and open discussion and dissemination of information, however, where there are competing interests at issue. HostMonster reserves the right to take certain preventative or corrective actions in order to protect those competing interests. HostMonster has developed this Acceptable Use Policy ("AUP"), which supplements and supersedes certain terms of each Subscriber’s respective service agreement and is intended as a guide to the Subscriber’s rights and obligations when utilizing HostMonster’s services. This AUP will be referred to as the AUP. A Subscribers use of services after changes to the AUP are posted on the HostMonster Web Hosting’s Web site, under the Terms of Service section, will constitute the Subscribers acceptance of any new or modified terms of the AUP. Violations result from these changes. One important aspect of the Internet is that no one party owns or controls it. The fact accounts for much of the Internet’s openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When Subscribers obtain information through the Internet, they must keep in mind that HostMonster cannot and does not monitor, verify, warrant, or vouch for the accuracy and quality of the information that users may acquire. For this reason, the user must exercise his or her best judgment in relying on information obtained from the Internet, and also other users shall be aware that some material posted on the Internet is sexually explicit or otherwise offensive. Because HostMonster cannot monitor or censor the Internet, and will not attempt to do so, HostMonster cannot and does not accept any responsibility, for injuries to Subscribers or others that results from inaccurate, unsuitable, offensive, or illegal Internet communications. When Subscribers or others disseminate information through the Internet, they also must keep in mind that HostMonster has the same liability as any other user for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over HostMonster’s network and may reach a large number of people, including both Subscribers and non-subscribers of HostMonster, Subscribers’ postings to the Internet may affect others and may harm HostMonster’s goodwill, business reputation, and operations. For these reasons, Subscribers violate HostMonster policy and the service agreement when they, their users, customers, subscribers, employees, affiliates, or subsidiaries engage in activities described herein.

2. Scope
   The AUP governs the usage of products and services of HostMonster or of any third party which are subscribed to or obtained through HostMonster (the "Services"). This AUP is incorporated by reference into each contract HostMonster or any such third party enters into with a Subscriber for the use of such Services. Subscribers may modify this AUP at any time without notice. In addition, the AUP is incorporated by reference into the Terms of Service applicable to the Web site of HostMonster Web Hosting so that no one who utilizes the Web site or services of HostMonster Web Hosting (regardless of whether that person is a Subscriber) may take any action utilizing the Web site or HostMonster Web Hosting that a Subscriber would be prohibited from taking utilizing the Services.

3. Purpose
   The purpose of this AUP is to enhance the quality of the Services and to protect Subscribers, and the Internet community as a whole, from illegal, irresponsible, or disruptive Internet activities. This AUP applies to each Subscriber. Each Subscriber shall use common sense and good judgment in connection with the Services. Parents or guardians should always supervise minors using the Internet. Parents and guardians should remain aware at all times of what’s on the Internet and how the minors under their care are using the Services and the Internet.

4. Site Security and Updates
   HostMonster uses sophisticated means of security in connection with the Services. Notwithstanding the foregoing, it is exclusive Subscribers’ obligation to maintain and control passwords (Subscribers’ web sites), and Subscribers exclusively responsible for all activities that occur in connection with Subscribers’ user names, passwords, and registered domain names, as well as any and all scripts or programs added to the account by the Subscriber or authorized users. Subscribers agree to immediately notify HostMonster of any unauthorized use of the Services or any other breaches of security. It is exclusively Subscribers’ responsibility to update and secure any programs or scripts available via the other interfaces. Subscribers’ failure to update and secure any programs or scripts available via the other interfaces will result in HostMonster either updating the programs or scripts or suspending your account until they are updated. HostMonster will not be liable for any loss or damages of any kind, under any theory of liability, caused by Subscribers’ failure to comply with any of the foregoing security obligations or caused by any person to whom Subscriber grants access to Subscriber’s Services, or due to any updates performed by HostMonster pursuant to the terms of this section.

5. Dedicated Hosting Password Policy
   HostMonster reserves the right to reset the password on a dedicated server if the password is not current so that we may ensure security, as required by our datacenter. It is the responsibility of the Subscribers to ensure that there is a valid email address and current root password for the Subscribers’ dedicated server or in the event of downtime from forced password resets. HostMonster reserves the right to audit servers and perform administrative actions as needed. It is required that you use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed and your password is found to be weak, we will notify you to change/update your password.

6. Prohibited Uses
   The uses of HostMonster Services set forth in this section herein below are prohibited. The prohibited uses of HostMonster Services include, without limitation:
1. Spamming.
   Spamming, whether or not it overloads the Services or disrupts service to Hostmonster’s Subscribers, is prohibited. The term “spamming” includes, but is not limited to, the sending of unsolicited bulk and/or commercial messages over the Internet, maintaining an open SMTP relay, or sending to any mailing list that is not double-opt in. Hostmonster requires all email messages contain an automated opt-out. We do not allow purchased lists. Hostmonster’s Subscribers are required to follow all rules in the Can Spam Act (additional information at http://business.ftc.gov/documents/bus7-can-spam-act-overview-guide-business), as well as our company spam rules. Hostmonster reserves the right to determine, in its sole and absolute discretion, whether e-mail recipients were part of an opt-in email list. Inscription of whether an email campaign constitutes spamming is defined hereon. Hostmonster allows a maximum of 200 emails per hour to be sent from any individual hosting account.

2. Online Pharmacies.
   No Subscriber may utilize the Services to engage in the illegal distribution of prescription medications, including, but not limited to, promotion, marketing, or sale of prescription medications without a valid prescription.

3. Prohibited Offerings.
   No Subscriber may utilize the Services to provide, sell or offer to sell the following controlled substances: illegal drugs and drug paraphernalia, weapons, gun parts, instructions on making, assembling or obtaining illegal goods or weapons to attack others, information used to violate the copyright(s) of, violate the trademark(s) of or to destroy other's intellectual property or information, information used to physically harm people or animals, pornography, nudity, sexual products, programs or services, escort services or other content deemed adult related.

4. Profanity.
   Profanity or profane subject matter in the site content and in the domain name are prohibited.

5. Private Information and Images.
   Subscribers may not post or disclose any personal or private information about or images of children or any third party without the consent of said party (or a parent's consent in the case of a minor).

   Any violation of any person or entity’s intellectual property rights, rights of privacy, rights of publicity or other personal rights is prohibited. Hostmonster is required by law to remove or block access to content appearing on or through the Services upon receipt of proper notice of copyright infringement (please see the Copyright Claims Policy here for more information).

7. Misrepresentation of Transmission Information.
   Forgery, impersonating,venting, or deleting message headers, return mailing information and/or internet protocol addresses to conceal or misdirect the origin of a message is prohibited.

8. Denial and Other Destructive Activities.
   Use of the Services for creating or sending Internet viruses, worms or Trojan horses, or for phishing, flooding or mail bombing, or engaging in denial of service attacks is prohibited. It is also prohibited for any Subscriber to engage in other activity that is intended to disrupt or interfere with, in any manner, the disruption of or interference with, the ability of others to effectively use the Services (or any connected network, system, service or equipment) or conduct their business over the Internet.

   "Hacking" and related activities are prohibited. Hosting and related activities are prohibited. "Hacking" includes, but is not limited to, the following activities: Regency is without authorization, accessing computer, accounts or networks, penetrating or attempting to penetrate secure measure, port scans, stealth scans, and other activities designed to assist in hacking.

10. Anonymous Proxies.
    Hostmonster does not allow the use of anonymous proxy scripts on its servers. They can be very abusive to the server resources, affecting all users on that server.

11. Export Control Violations.
    The export of encryption software outside of the United States and/or violations of United States law relating to the exportation of software is prohibited. Subscribers may not export or transfer, directly or indirectly, any regulated product or information to anyone outside the United States without complying with all applicable Export Control, Economic Sanctions, and rules imposed by the United States of America, the United States of China, or by any other applicable law.

    The use of the Services to store, post, display, transmit, advertise or otherwise make available child pornography is prohibited. Hostmonster is required by law to, and will, notify law enforcement agencies when it becomes aware of the presence of child pornography on, or being transmitted through, the Services.

13. Other Illegal Activities.
    The use of the Services to engage in any activity that is determined by Hostmonster, in its sole and absolute discretion, to be illegal is prohibited. Such illegal activities include, but are not limited to, dealing, pooling, laundering, trafficking in or otherwise making available proceeds of or proceeds from, crimes or fraud, cybercrime, credit card fraud, or disclosing credit card information of third parties without their consent, failure to comply with applicable laws for privacy laws or any other related laws, regulations or orders issued by the Office of Foreign Asset Control ("OFAC"). Hostmonster will cooperate fully with appropriate law enforcement agencies in connection with any and all illegal activities occurring on or through the Services.

14. Obscene, Defamatory, Abusive or Threatening Language.
    Use of the Services to store, post, transmit, display or otherwise make available obscene, defamatory, harassing, abusive or threatening language is prohibited.

15. BACKUP STORAGE.
    HOSTMONSTER OFFERS ITS SERVICES TO HOST WEBSITE, NOT TO STORE DATA. USING AN ACCOUNT AS AN ONLINE STORAGE SPACE FOR ARCHIVING
## 16. Other Activities

Engaging in any activity that, in HostMonster’s sole and absolute discretion, disrupts, interferes with or is harmful to (or threatens to disrupt, interfere with, or be harmful to) the Services, HostMonster’s business, operations, reputation, goodwill, Subscribers and/or Subscriber relations, or the ability of HostMonster’s Subscribers to effectively use the Services, is prohibited. Such prohibited activities include making available any program, product or service that is designed to or could be used to violate these Terms. In addition, the failure of Subscriber to cooperate with HostMonster in correcting or preventing violations of these Terms by, or that result from the activity by, a subscriber, patron, customer, invitee, visitor, or guest of the Subscriber constitutes a violation of these Terms by Subscriber.

## 17. Dedicated and VPS Hosting

All of the activities listed in this section are also prohibited on Dedicated and VPS Hosting accounts, with the exception of the activities described in the "BACKUP STORAGE" paragraph.

## 18. HIPAA Disclaimer

We are not HIPAA compliant. Users are solely responsible for any applicable compliance with federal or state laws governing the privacy and security of personal data, including medical or other sensitive data. Users acknowledge that the Services may not be suitable for the storage or control of access to sensitive data, such as medical or other sensitive data. HostMonster does not control or monitor the information or data you store on, or transmit through, our Services. We specifically disclaim any representation or warranty that the Services, as offered, comply with the Federal Health Insurance Portability and Accountability Act (HIPAA). Customers requiring secure storage of "protected health information" under HIPAA are expressly prohibited from using the Service for such purposes. Storing and permitting access to "protected health information," as defined under HIPAA, is a material violation of this User Agreement, and grounds for immediate account termination. We do not sign "business associate agreements" and you agree that HostMonster is not a business associate or subcontractor in any of your personal HIPAA. If you have questions about the security of your data, please contact our Technical Support team.

Linked from: Helpdesk Article - Is HostMonster HIPAA Compliant?

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