

## **Web Studio Seattle, LLC Web Hosting Acceptable Use Policy**

Web Studio Seattle, LLC ("We", "Us" or "Our") provides a platform for internet web hosting services to its subscribers (the "Subscribers" or "you" or "your"). Services provided to you by Us ("Services") may be suspended or terminated in accordance with the Terms of Services for violation of Our Acceptable Use Policy ("AUP"). You are responsible for violations of this AUP by you and by anyone using your Services, whether or not authorized by you. We may amend this AUP at any time to further detail or describe reasonable restrictions on your use of its Services. The AUP is posted at [www.seattlewebhost.com](http://www.seattlewebhost.com).

Inquiries regarding this AUP should be directed to Web Studio Seattle, LLC.

You may not use the Services to publish, distribute, or otherwise copy any music, software, art, or other work protected by copyright law unless you have been expressly authorized by the owner of the copyright for the work to copy the work in that manner or you are otherwise permitted by established United States copyright law to copy the work in that manner. You may not use a domain name that infringes on a third party's trademark, service mark, or other proprietary right.

### **Prohibited Content**

You may not publish or transmit pornography, any content that is excessively violent or that incites or threatens violence, contains harassing content or hate speech, is unfair or deceptive such as chain letters and pyramid schemes, is defamatory or violates a person's privacy, creates a risk to a person's safety or health, compromises national security, interferes with a investigation by law enforcement, improperly exposes confidential or proprietary information of another person, is intended to assist others in defeating technical copyright protections, infringes on another person's intellectual property, promotes illegal drugs, violates export control laws, relates to illegal gambling or illegal arms trafficking, is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to Us, or is otherwise malicious, fraudulent, or may result in retaliation against Us by offended viewers. Content "published or transmitted" includes Web content, e-mail, bulletin board postings, chat, and any other type of posting or transmission that relies on the Internet.

### **Linking**

You may not use the Services to publish directories, links or other information pointing to sites that contain content prohibited by this AUP.

## **Resale**

You may not resell the Services, either in whole or in part.

## **Excessive Use of System Resources**

You may not use the Services in a way that consumes a disproportionate amount of system resources. For example, you may not distribute software to the public, provide a public file download Services, employ programs that consume excessive CPU capacity, or send bulk email. We may suspend or terminate your Services for violation of this provision in addition to requiring you to pay Overage Fees as described in the Terms of Service.

## **Bulk or Commercial E-Mail**

Generally, sending bulk or commercial email is prohibited. Should it be necessary to send bulk email (such as a newsletter), We request the use of a third party bulk mail provider. Please contact Us should you need assistance retaining the services of a third party bulk mail provider.

If you wish to send a small number of bulk email, You must obtain Our advance approval for any bulk or commercial e-mail, which will not be given unless you are able to demonstrate, at a minimum, that your intended recipients have given their consent to receive e-mail via some affirmative means, such as an opt-in procedure, your procedures for soliciting consent include reasonable means to ensure that the person giving consent is the owner of the e-mail address for which the consent is given, you retain evidence of the recipient's consent in a form that may be promptly produced on request, and you honor the recipient's and Our requests to produce consent evidence within 72 hours of receipt of the request.

You may not obscure the source of your e-mail in any manner. Your e-mail must include the recipient's e-mail address in the body of the message or in the "TO" line of the e-mail.

These policies apply to messages sent using the Services, or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site hosted via the Services. In addition, you may not use a third party e-mail service that does not practice similar procedures for all its customers.

We may test and otherwise monitor your compliance with its requirements, including requesting opt-in information from a random sample of your list at any time.

We may suspend or terminate your Services for violation of this provision in addition to requiring you to pay Overage Fees as described in the Terms of Service.

## **Newsgroup, Chat Forums, Other Networks**

You must comply with the rules and conventions for postings to any bulletin board, chat group or other forum in which you participate, such as IRC and USENET groups including their rules for content and commercial postings. These groups usually prohibit the posting of off-topic commercial messages, or mass postings to multiple forums.

You must comply with the rules of any other network you access or participate in using the Services.

## **Domain Names**

Unless we serve as your domain name registrar, we are not responsible for notifying you of any impending domain name expiration dates. Generally you must submit a renewal request at least 45 days prior to the expiration of the domain. You must keep your WHOIS information accurate and up-to-date. The e-mail address for the Administrative Contact in the WHOIS database must be the same as your billing e-mail address in Our records, and We may, but are not required to, change the e-mail address to comply with this requirement if necessary. Domain names may not be transferred within the first sixty (60) days of initial registration. Your rights to any domain name are governed by the rules and regulations of ICANN, the Registrar, and applicable law. Please note that requests for domain name transfers may not succeed for a variety of reasons outside Our control.

## **Internet Abuse**

You may not use Our Services to engage in illegal, abusive, or irresponsible behavior, including:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures (including those belonging to Us and our Subscribers) without express authorization of the owner of the system or network;
- monitoring data or traffic on any network or system without the authorization of the owner of the system or network;
- Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- Use of an Internet account or computer without the owner's authorization, including, but not limited to Internet scanning (tricking other people into releasing their passwords), password robbery, security hole scanning, and port scanning;
- Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting; or
- Any conduct that is likely to result in retaliation against Our Services or network, including engaging in behavior that results in any server under your control being the target of a denial of service (DoS)

attack.

## **Cooperation with Investigations and Legal Proceedings**

We may, without notice to you, report to the appropriate authorities any conduct by you and your customers that it believes violates applicable law, and provide any information it has about you in response to a formal or informal request from a law enforcement or regulatory agency, or in response to a formal request in a civil action that on its face meets the requirements for such a request.

## **Other**

You must have valid and current information on file with your domain name registrar for any domain hosted on Our network. · Any actions which directly or indirectly result in Our IP space being listed in any of the various abuse databases may result in the immediate suspension or termination of your Services. · You must use the Services in a manner that complies with applicable law. You may not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D:4 and D:3 of Supplement No. 1 to Part 740 of the United States Export Administration Regulations, and you may not provide access to the Services to any person (including any natural person, business entity or government entity) that is located in or is a national of any embargoed country which are Cuba, Iran, Libya, North Korea, Sudan or Syria as of September, 2005.

## **Copyright Infringement Notice (Digital Millennium Copyright Act)**

If you believe your copyright is being infringed by a person using the our Services, please send your written notice of copyright infringement to:

Web Studio Seattle, LLC  
2366 Eastlake Avenue E, STE 201  
Seattle, WA 98102

Email: [office@webstudioseattle.com](mailto:office@webstudioseattle.com)

## **Disclaimer**

We are under no duty, and does not by this AUP undertake a duty, to monitor or police your activities and disclaims any responsibility for any misuse of Our Services or network. We have no obligation to any person who has not entered into an agreement for Services.