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SALES@3DGWEBHOSTING.COM | [HTTP://WWW.3DGWEBHOSTING.COM](http://WWW.3DGWEBHOSTING.COM)

ACCEPTABLE USE POLICY

Clients of 3dgwebhosting.com are obligated to maintain a constant familiarization with the Acceptable Use Policy. 3dgwebhosting.com reserves the right to review and modify the Acceptable Use Policy on a continual basis.

3dgwebhosting.com clients recognize the right of 3dgwebhosting.com to act as sole arbiter in the application of, and enforcement of the Acceptable Use Policy. Failure of 3dgwebhosting.com clients to comply with the Acceptable Use Policy may result in the immediate suspension / termination of services with subsequent financial penalties or loss of any monies paid to date.

This Acceptable Use Policy is incorporated into and subject to the User Agreement that you accept when ordering 3dgwebhosting.com services. Clients must be absolutely familiar with Section 4: Warranty Disclaimers, Indemnification, and Limited Liability of the 3dgwebhosting.com User Agreement.

Any questions, comments, or concerns related to any of 3dgwebhosting.com's policies should be addressed to policies@3dgwebhosting.com.

LAWFUL PURPOSE

3dgwebhosting.com clients may only utilize our services for lawful purposes. Any transmission, storage or presentation of any information, software, data, file or material in violation of any applicable law or regulation is strictly prohibited. Clients may not utilize 3dgwebhosting.com services to facilitate, or otherwise assist in, the violation of any law or regulation.

SPAM, UNSOLICITED EMAIL, BULK EMAILING

3dgwebhosting.com clients are prohibited from engaging in spamming, the sending of unsolicited mail messages including the sending of "junk mail" or other advertising material, to individuals who did not specifically request such material.

Activities prohibited by 3dgwebhosting.com include, but are not limited to,

- Bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such messages may only be sent to those who have explicitly requested it from your domain.
- Forging, altering or removing email headers is prohibited.
- Opt-out Mailing lists are not allowed.
- Sending numerous copies of the same or substantially similar message with the intent to disrupt a server or account ("mail bombing").
- Spamming, cross posting, or sending a message to many different off-topic Usenet newsgroups.
- Mail may not be used to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving e-mail, you must not send that person any further messages.
- Providing spam ware (software used to send bulk email or software used to harvest email addresses) or links to sites providing spam ware.
- There is a 500 Email limit that can be sent out within a 24 hour period.
- Using 3dgwebhosting.com services for email address harvesting.

3dgwebhosting.com reserves the right to be the sole arbiter as to what constitutes a violation of this provision. Clients of 3dgwebhosting.com deemed to have contravened this provision will be subjected to a minimum financial penalty of \$1000US and/or immediate suspension/termination of service without refund.

3dgwebhosting.com will cooperate fully with any third-party agencies seeking civil or criminal remedies in response to actions of those breaching this provision.

PERMISSION BASED COMMUNICATION

3dgwebhosting.com allows clients to utilize permission-based communications for the purposes of marketing your goods and services, provided that clients comply with the standards set out in this Acceptable Use Policy and all applicable laws including, but not limited to, the CAN-SPAM Act.

Marketing efforts conducted utilizing 3dgwebhosting.com services must be permission based. Clients of 3dgwebhosting.com must maintain adequate and verifiable records to prove that your marketing is strictly permission-based. Clients who purchase mailing lists or other types of data that are to be used to contact third parties via 3dgwebhosting.com services must verify that the lists have been compiled on a strict "opt-in" basis.

Aside from the aforementioned requirements, all permission-based communications sent using 3dgwebhosting.com services must include the following:

1. A working "unsubscribe" link, which, must be honored within 72 hours from the time they enter 3dgwebhosting.com services.
2. The recipient's accurate e-mail address in the "to" line and the sender's accurate e-mail address in the "from" line.
3. A working link to your privacy policy.
4. A working "abuse" address and/or link that will respond to all complaints forwarded to this address within 72 hours from the time they enter 3dgwebhosting.com services.
5. An up-to-date website that corresponds with the domain portion of the response e-mail. Your website must overtly display your up-to-date mailing address, telephone number and facsimile number.

Clients of 3dgwebhosting.com are solely responsible for the transmission of all such permission-based communications. 3dgwebhosting.com reserves the right to suspend or terminate services in the event 3dgwebhosting.com receives an excessive number of complaints related to your permission-based communications, whether such complaints are made by parties whom "opt-in" or otherwise. Clients agree that 3dgwebhosting.com is the sole arbiter of what constitutes an excessive number of complaints.

COPYRIGHT INFRINGEMENTS

The use of copyrighted materials on the Internet is governed by the Digital Millennium Copyright Act (DMCA).

Clients of 3dgwebhosting.com are expected to comply fully with the obligations set forth in the DMCA.

3dgwebhosting.com clients subject to an official DMCA notification for failing to comply with DMCA regulations will be subject to an immediate suspension/termination of services provided by 3dgwebhosting.com and a loss of all monies paid to date.

Individuals (or entities) concerned with potential copyright infringement by a client of 3dgwebhosting.com must submit those concerns to 3dgwebhosting.com, in accordance with the DMCA Copyright Infringement Notifications Requirements. DMCA notifications must include the following:

1. A physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf (the "Claimant")
2. Identification of the copyrighted work(s) claimed to have been infringed
3. Identification of the material claimed to infringe the copyright(s), and enough information for 3dgwebhosting.com to locate it
4. The Claimant's name, address, and telephone number(s)
5. A statement that the Claimant has a good faith belief that use of the disputed material is not authorized by the copyright owner or his agent
6. A statement, under penalty of perjury, that the information in the notification of copyright infringement is accurate and that the Claimant is authorized to act on behalf of the copyright owner

Copyright owners may obtain a copy of the DMCA, including these guidelines, by visiting <http://www.copyright.gov/title17/92chap5.html#512>.

3dgwebhosting.com is under no obligation to act upon notifications that do not comply with DMCA guidelines. Any false, frivolous, and malicious claims put forth by copyright owners will result in 3dgwebhosting.com reporting such incidents to the DMCA.

Any DMCA notifications, concerns, or questions regarding the use of copyrighted material on the Internet should be addressed to policies@3dgwebhosting.com.

INTELLECTUAL PROPERTY RIGHTS INFRINGEMENTS

Use of 3dgwebhosting.com services in any manner that infringes or misappropriates any other intellectual property rights of a third party including, but not limited to, trademarks, trade names, trade dress, logos, domain names, patents, trade secrets and other proprietary rights of a third party is strictly prohibited.

Although 3dgwebhosting.com reserves the right to suspend or terminate your services upon its receipt of a third party claim that alleges that you are using 3dgwebhosting.com services in a manner that infringes such third party's intellectual property rights, 3dgwebhosting.com may, in its sole and exclusive discretion, allow you continued use of 3dgwebhosting.com services provided that you confirm in a timely manner that you have discontinued the allegedly infringing activities or provided 3dgwebhosting.com with a court order confirming that your activities do not infringe the intellectual property rights of such third party.

SOFTWARE DISTRIBUTION

3dgwebhosting.com client accounts are not permitted to utilize unlicensed software solutions. Any such use will result in a client's account being suspended immediately and without notice.

SERVER RESOURCES

Any web site that uses a high amount of server resources such as, but not limited to, CPU time, memory usage, and network resources will be given the option to either pay additional fees or reduce the resources used to an acceptable level. Clients shall not make unauthorized changes to system settings that affect resources allocation. All allocated server resources shall be used solely for web sites hosted by 3dgwebhosting.com.

3dgwebhosting.com shall be the sole arbiter of what is considered to be a high server usage level. Any web hosting account deemed to be adversely affecting server or network performance will be shut down without prior notice.

SQL SERVER

3dgwebhosting.com's SQL server resources may not be used as a data repository for any web site that is not hosted on our servers. All connections to the SQL servers must originate from IP addresses within our network. Connections from IP addresses from outside of our network shall be for SQL database management and development purposes only. Similarly, all sites hosted on 3dgwebhosting.com shall use SQL servers provided by 3dgwebhosting.com only. Connections to outside SQL servers are not allowed.

IP ADDRESSES

Clients of 3dgwebhosting.com may only use IP addresses that are assigned to you by 3dgwebhosting.com. If you use IP addresses that are not assigned to you by 3dgwebhosting.com, you will be suspended from network access until such time as the IP address overlap is corrected.

3dgwebhosting.com owns all IP addresses that may be assigned to you. 3dgwebhosting.com may, in its sole discretion, change these numbers from time to time without notice to you.

UNACCEPTABLE CONTENT

This section does not constitute an exhaustive list of what may be deemed unacceptable content. As such 3dgwebhosting.com reserves the right to act as sole arbiter with regards to any issues relating to what will be deemed unacceptable content.

Questions or concerns related to what constitutes acceptable/unacceptable content should be directed to policies@3dgwebhosting.com.

1. Child Pornography

3dgwebhosting.com absolutely forbids the use of services to disseminate or display images or other content that constitutes child pornography under municipal, state/provincial, federal, and/or international law.

3dgwebhosting.com maintains a zero tolerance policy relating to child pornography and will actively cooperate with law enforcement officials in their efforts to prosecute violations of statutes that prohibit the dissemination of child pornography.

3dgwebhosting.com will report the use of its services to disseminate or display child pornography as required by law. You will not be notified that 3dgwebhosting.com may be cooperating with law enforcement or that 3dgwebhosting.com has reported the use of its services in this manner.

Complaints about activity in violation of this policy by 3dgwebhosting.com clients or end users may be directed to policies@3dgwebhosting.com.

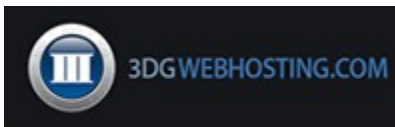
2. Defamation and Harassment

3dgwebhosting.com services may not be used to defame, harass, abuse, libel, slander or threaten a third party. Complaints about activity in violation of this policy by 3dgwebhosting.com clients or end users may be directed to policies@3dgwebhosting.com.

3. Disruptive/ Abusive Activity

3dgwebhosting.com services may not be used:

- to forge, misrepresent, omit, or delete message headers, return mailing information and/or Internet Protocol addresses to conceal or misidentify the origin of a message;
- to create or transmit any Internet virus, worm, Trojan horse or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operations of 3dgwebhosting.com services;
- to maintain open mail relays, forward or propagate "chain" mail or mail bomb;
- to engage in denial of service attacks including, but not limited to transmitting packets with an illegal packet size, UDP flooding, ping-flooding, half-open TCP connection flooding and any other use, or otherwise interfere with an Internet user's terminal session;
- in a manner that encumbers or utilizes disk space, processors or other system requirements beyond those allowed by your specific account;
- to establish, create or otherwise make available any Internet Relay Chat (IRC) server;
- to hack, subvert, or assist others in hacking or subverting the security or integrity of 3dgwebhosting.com services;
- to disseminate or display indecent or obscene images or content;
- to solicit information that is considered to be confidential, such as passwords or credit card information, or to crack passwords or to defraud third parties into releasing their passwords;
- to solicit or facilitate the performance of any illegal activity, even if the activity itself is not performed and/or;
- in any manner that might potentially subject 3dgwebhosting.com to unfavorable regulatory action, subject 3dgwebhosting.com to any liability for any reason, or adversely affect 3dgwebhosting.com's public image, reputation, goodwill, business or operations.



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