

## **THE PROFITBRICKS ACCEPTABLE USE POLICY (“AUP”)**

Your services may be suspended or terminated for violation of this AUP in accordance with the ProfitBricks General Terms and Conditions. Capitalized terms used in this AUP shall have the meaning given in the Terms of Service.

### **1. Abuse**

You may not use the ProfitBricks's Network or Services to engage in, foster, or promote 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 without express authorization of the owner of the system or network;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Interference with service to any user of ProfitBricks or other 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;
- Collecting or using e-mail addresses, screen names, or other identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting);
- Collecting or using information without the consent of the owner of the information;
- Use of any false, misleading, or deceptive TCP-IP packet header information in an e-mail or a newsgroup posting;
- Use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- Use of the service for distribution of advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems; or
- Abusive behavior, defamation of, threats against, or other behavior which, in ProfitBricks sole discretion, harms ProfitBricks or ProfitBricks employees, officers, affiliates, or other agents.
- Any conduct that is likely to result in retaliation against the ProfitBricks network or Web site, or ProfitBricks employees, officers, affli-

ates, or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS).

## **2. Excessive Use of System Resources**

You may not use your Service in a way that unnecessarily interferes with the normal operation of ProfitBricks services generally. In such circumstances, we may require you to repair abnormalities in your code if the operation of the code unnecessarily conflicts with other customers' use of their services.

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

You must obtain ProfitBricks 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 the ProfitBricks Cloud's requests to produce consent evidence within 72 hours of receipt of the request;
- you have procedures in place that allow a recipient to revoke his or her consent—such as a link in the body of the e-mail, or instructions to reply with the word “Remove” in the subject line; you honor revocations of consent within 48 hours, and you notify recipients that the revocation of their consent will be implemented in 48 hours;
- you must post an e-mail address for complaints (such as [abuse@yourdomain.com](mailto:abuse@yourdomain.com)) in a conspicuous place on any Web site associated with the e-mail, you must register that address at abuse.net, and you must promptly respond to messages sent to that address;
- you must have a Privacy Policy posted for each domain associated with the mailing;
- you have the means to track anonymous complaints;
- you must 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;
- you must not attempt to send any message to an e-mail address if three (3) consecutive delivery rejections have occurred and the time between the third rejection and the first rejection is longer than 15 days;
- 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. These requirements apply to distribution lists created by third parties to the same extent as if the list were created by you;

ProfitBricks may, but is under no obligation to test and otherwise monitor your compliance with its requirements and relevant laws, including re-requesting opt-in information from a random sample of your list at any time. In addition, ProfitBricks may block the transmission of e-mail that violates these provisions.

#### **4. Authenticated Simple Mail Transfer Protocol Policy**

In addition to the requirements above, you may not send e-mail messages of similar content through ProfitBricks's SMTP servers to more than 250 recipients. Attempts to circumvent this restriction by breaking up bulk e-mail over time, using multiple accounts, or other means will be a violation of this restriction.

ProfitBricks may block mail that violates this AUP. In addition, your mail services may be suspended or terminated for violation of this AUP in accordance with the Terms of Service.

#### **5. Mail Relays**

Generally, we do not allow bulk or commercial e-mail to be sent to more than 5,000 users per day at a rate of 250 messages every 20 minutes. If you would like to send more than 5,000 messages per day, please contact a member of our support team for additional information.

#### **6. Vulnerability Testing**

You may not attempt to probe, scan, penetrate, or test the vulnerability of a ProfitBricks system or network or to breach ProfitBricks's security or authentication measures, whether by passive or intrusive techniques, without ProfitBricks's express written consent.

#### **7. 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 your ProfitBricks services.

#### **8. Offensive Content**

You may not publish, transmit, or store on or via ProfitBricks's network and equipment any content or links to any content that ProfitBricks, in its sole discretion, believes:

- constitutes, depicts, fosters, promotes, or relates in any manner to child pornography, bestiality, or non-consensual sex acts;
- is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- is defamatory or violates a person's privacy;
- creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement;
- improperly exposes trade secrets or other confidential or proprietary information of another person or entity;
- is intended to assist others in defeating technical copyright protections;
- infringes on another person's or entity's copyright, trade or service mark, patent, or other property right;
- 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 ProfitBricks; or
- is otherwise malicious, is otherwise fraudulent, or may result in retaliation against ProfitBricks by offended viewers, in ProfitBricks's sole discretion.

Content "published or transmitted" via ProfitBricks's network or equipment includes web content, e-mail, bulletin board postings, chat, and any other type of posting or transmission that relies on the Internet.

## **9. Copyrighted Material**

You may not use ProfitBricks's network or Services to download, publish, distribute, or otherwise copy or use in any manner any text, music, software, art, image, 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 copyright law to copy the work in that manner.

It is ProfitBricks's policy to terminate in appropriate circumstances the services of customers who are repeat infringers.

## **10. Other**

You must have valid and current information on file with your domain-name registrar for any domain hosted on ProfitBricks network.

- You may only use IP addresses assigned to you by ProfitBricks in connection with your ProfitBricks services.
- You agree that if ProfitBricks IP numbers assigned to your account are listed on an abuse database like Spamhaus, you will be in violation of this AUP, and ProfitBricks may take reasonable action to protect its IP numbers, including suspension and/or termination of your service, regardless of whether the IP numbers were listed as a result of your actions.

You agree that we may quarantine or delete any data stored on a shared system if we believe, in our sole discretion, the data are infected with a virus, or are otherwise corrupted, and have the potential to infect or corrupt the system or other customers' data that are stored on the same system.

## **11. Contacting Us**

Questions regarding this Privacy Statement or the information practices of the Company's Web sites should be directed to ProfitBricks at [legal@profitbricks.com](mailto:legal@profitbricks.com) or by mailing ProfitBricks Inc.:

ProfitBricks, Inc.  
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