

Pylogen Hosting

Annexure B - Acceptable Use Policy (AUP)

[Definitions](#)

[Policy](#)

[Interpretation](#)

[Illegal Use](#)

[Adult Content](#)

[Tortious Conduct](#)

[System and Network Security](#)

[Resource Consumption](#)

[Uncapped Disk Space Usage Limits](#)

[Spamming, Unsolicited Email & Bulk Email](#)

[Password Policies & Breaches](#)

[Limitations of Use](#)

[Acceptable use Policy \(AUP\) Violation](#)

[Modification](#)

Pylogen's services is focussed on providing internet services to businesses and individuals that require the service to maintain an online presence. Our email service are meant for people that would like to conduct their day to day business communication over email.

By using our services, you agree to comply with our policies. You are expected to use the internet with respect, courtesy, and responsibility, giving due regard to the rights of other internet users.

Definitions

- **SPAM:** Spam or "unsolicited junk mail" is any form of message (email, sms, etc.) that was not asked for by the receiving party. Normally send out in medium to large quantities. This excludes any receiver subscribed newsletters or announcements, and system notifications, and automated invoices.
- **Adult Content:** This is any photos or videos showing frontal nudity on either men or women for non-scientific or non-artistic purposes. Also photos or videos showing graphic violence or death.

Policy

1. Interpretation

- a. The provisions of this Policy are intended as guidelines and are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms of the internet community, whether or not expressly mentioned in this Policy, is prohibited. Pylogen reserves the right at all times to prohibit activities that damage its commercial reputation and goodwill.

2. Illegal Use

- a. Pylogen's servers may only be used for legal purposes under all applicable international, federal, provincial, and municipal laws.
- b. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes a legal threat, or violates export control laws. For example: Pirated software, hacker programs or archives, warez sites, IRC bots, MP3s, etc.
- c. Pylogen will be the sole arbiters as to what constitutes a violation of this provision.

3. Adult Content

- a. Pylogen does not allow adult content to be hosted by its services. This includes any site whose revenue is gained in part or whole from its adult content.
- b. Pylogen does not allow linking to images or videos that is hosted on another service provider's infrastructure that can be considered as adult content.
- c. Revenue-generating hyperlinks to sites whose content can be classified as adult content is also not allowed.

4. Tortious Conduct

- a. No one shall post defamatory, scandalous, violent or private information about a person without their consent, intentionally inflicting emotional distress, or violating trademarks, copyrights, or other intellectual property rights.
- b. The Account Holder agrees not to harm Pylogen, its reputation, computer systems, programming and/or other persons using Pylogen's services.

5. System and Network Security

- a. Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples include, but are not limited to the following:
 - i. Unauthorized access, use, probe, or scan of a system's security or authentication measures, data or traffic.
 - ii. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
 - iii. Forging of any TCP-IP packet header.
 - iv. Forging of any part of the header information in an e-mail or a

newsgroup posting.

- b. It is a violation for anyone who, including but not limited to, permits the use of mail services, mail forwarding capabilities, POP accounts, or auto responders other than for their own account; or resale of access to CGI scripts installed on our servers.

6. Resource Consumption

- a. A website may not overwhelm the server with constant heavy CPU usage, for example, but not limited to, the use of highly active CGI scripts, chat scripts, any server-side script that does time consuming calculations or inefficient SQL scripts.
- b. Any server-side script or SQL script that consumes excessive memory during its execution is not allowed. This can be due to bad memory management or excessive use of memory intensive operations.

7. Uncapped Disk Space Usage Limits

- a. Disk Space is intended only for website files, active emails and content of the hosted website. Website storage may not be used for online file storage or archiving of documents, logs or any other type of electronic file, whether of media, e-mails, backups, other non-web based content. Website storage may also not be used for FTP hosts.
- b. Email messages are considered archived, and not allowed under the uncapped disk space agreement, if:
 - i. The messages are older than 2 years.
 - ii. The messages are of an account that has been inactive for more than 6 consecutive month.
- c. Website files are considered stored or archived, and not allowed under the uncapped disk space agreement, if:
 - i. The files are not linked to from the active website on the domain, or any sub-domain.
 - ii. They consist of media files (any video and audio, excluding images) older than 2 years.
- d. Furthermore Pylogen reserves the right to decide on their own discretion whether a site is consuming more resources than can be allowed under the original intent of providing an uncapped hosting environment.

8. Spamming, Unsolicited Email & Bulk Email

- a. Sending unsolicited messages (SPAM), through any of Pylogen's services is expressly prohibited.

- b. Sending of receiver subscribed advertising or newsletters, bulk email, mass email and informational announcements through any shared hosting email account, is expressly prohibited. Excluding automated invoices or system notifications within reasonable volumes.
- c. Pylogen reserves the right to determine what it considers as SPAM.
- d. Email which are considered as SPAM, may be intercepted, rejected or throttled without any notice to the sender or recipient.
- e. A user shall not use another site's mail server to relay mail without the express permission of the site.
- f. Distributing, advertising or promoting software, products or services that have the primary purpose of encouraging or facilitating SPAM is forbidden.

9. Password Policies & Breaches

- a. Pylogen reserves the right to enforce a minimum password policy on all accounts hosted on its servers. Any account which is found to consist of a weak password may be suspended or have services denied without notice.
- b. Accounts which have been compromised due to weak passwords are subject to a penalty of R1050.00 per incident, excluding any investigation fees or third party amounts.
- c. In the event where Pylogen is requested to investigate, or deems an investigation arising out of a weak password a minimum fee of R1550.00 shall be charged to the account holders account. Should any investigation exceed an hour, the account holders account shall be charged at R1550.00 per hour.
- d. Pylogen recommends that all clients make use of passwords which consist of no less than eight characters, and that the password include at least one capital letter, one numeric value and not contain any word similar to the account type or domain. Alternatively the account may make use of password generating tools to assist in providing secure passwords.

10. Limitations of Use

- a. It is contrary to Pylogen's policy for customers to use our servers to effect or participate in any of the following activities:
 - i. To post to any Usenet or other newsgroup, forum, email mailing list or other similar group or list articles which are off-topic according to the charter or other owner-published FAQ or description of the group or list.
 - ii. To engage in any of the foregoing activities using the service of another provider, but channeling such activities through a Pylogen provided server, or using a Pylogen provided server as a maildrop for

responses.

- iii. To falsify user information provided to Pylogen or to other users of the service in connection with use of an Pylogen service.

11. Acceptable use Policy (AUP) Violation

- a. When Pylogen becomes aware of an alleged violation of its AUP (Acceptable Use Policy), Pylogen will initiate an investigation (within 24-48 hours).
- b. During such investigation Pylogen may restrict access in order to prevent further possible unauthorized activity.
- c. If a violation in terms of our SPAM policy is found, Pylogen may, at its sole discretion, restrict, suspend, or terminate the account and/or pursue other civil remedies.
- d. Pylogen reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. If such violation is a criminal offense, Pylogen will notify the appropriate law enforcement department of such violation.
- e. AUP Violations may result in termination of the services provided by Pylogen, with or without the grant of a notice or cure period, such notice or cure period to be granted at the sole discretion of Pylogen based upon the severity of the violation.
- f. Pylogen does not issue service credits for any outages incurred through service disablement resulting from AUP violations.
- g. The Account Holder shall be held liable for any and all costs incurred by Pylogen as a result of the violation of the AUP. This is including, but is not limited to, attorney fees and costs resulting from Postmaster responses to complaints from and the cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations.
- h. First violations will result in a Cleanup Fee of R1550.00 and the customers account will be reviewed for possible immediate termination. A second violation will result in Cleanup Fee of R3550.00 and immediate termination of the account. Should any investigation exceed an hour, the account holders account shall be charged at R1550.00 per hour.

12. Modification

- a. Pylogen reserves the right to add, delete, or modify any provision of this Policy at any time without notice.

