



Acceptable Use Policy (**AUP**)

You will be held responsible for all actions performed by your account whether done by you or by others! If service security is compromised, the account holder is responsible for all violations of Amohost's Terms of Service (the "Terms of Service") and this Acceptable Use Policy (this "AUP"), including SPAM, and all disconnect and reconnect fees associated with violations.

The following terms constitute an agreement between you and Amohost.net ("Amohost"). This AUP governs your use of the services provided by Amohost (the "Services"). BY USING THE SERVICES YOU SIGNIFY THAT YOU AGREE TO THIS AUP.

Statement of **Purpose**

The Primary Purpose of Amohost is to provide our clients with the resources necessary to put their internet services online reliably in a lightning fast, high availability environment that responds quickly to each client's individual needs.

Regarding **Ultimate Liability**

The client is ultimately responsible for individual server security. Amohost disclaims all liability for server content.

Network Misuse

All clients are allowed access to the public and private network; however misuse of the network in any way, including interference, will result in a violation of this AUP. All violations of this AUP shall be subject to review by Amohost, and an appropriate course of action shall be taken as determined by Amohost in its sole discretion. Proper use of public network must comply with all local, state, and federal laws. Clients assume full liability for all content which they place on the server. Content displaying or transferring acts of copulation or exposed genitalia is prohibited, regardless of context. Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting is deemed a violation of this AUP.

Sabotage

Any type of sabotage, regardless of intention, shall be grounds for termination of an account. This includes but is not limited to abuse of the remote reboot system by using it multiple times in a very short amount of time for improper reasons.

Network Security

Clients are required and obligated to maintain all security on their servers. Any and all additional charges that are incurred due to client lack of monitoring or security are the responsibility of the client.

Monitoring Policy

Amohost does not actively monitor the content on its services. Dedicated server and Virtual server content will only be reviewed upon complaint. Content that does not violate local, state and federal law or this AUP or the Terms of Service is deemed in compliance and shall remain intact. If content is deemed to be in violation of this AUP or the Terms of Service, it shall be reviewed by Amohost, and a course of action shall be taken to correct the problem, which may result in termination of the account or service.

Blacklist Policy

If any client or any third-party user that is a customer of our client uses Amohost services, network, or its physical infrastructure in a manner that causes Amohost, or any IP addresses issued by Amohost to be "blacklisted" or "blocked", Amohost reserves the right to suspend or terminate services of such client and/or suspend or terminate the access to services, network, and/or its physical infrastructure. Operating Amohost service on behalf of, or in connection with or reselling any service to persons or firms listed in the Spamhaus Register of Known Spam Operations database at www.spamhaus.org shall constitute a violation of this AUP.

IP Addresses

All IP addresses issued by Amohost are the sole property of Amohost. Clients retain no ownership rights to any IP addresses issued by Amohost. Clients may not transfer IPs from Amohost. Any client purchasing over 16 IP addresses in addition to their server may be required to submit ARIN justification forms as well as submit to additional terms depending on the number of IP addresses desired. For more information about IP Addresses, please contact [info \[at\] Amohost.net](mailto:info@amohost.net).

IRC/Bittorrent/P2P

IRC websites and IRC servers are not allowed. It is deemed a violation of this AUP if it is determined that IRC is the cause or root of a service interruption to other users. Clients may not operate and maintain IRC servers which connect to global IRC networks such as Undernet, EFnet and DALnet. Use of IRC plug-ins, scripts, add-ons, clones or other software designed to disrupt or deny service to other users is prohibited. If a client's service is frequently compromised or attract denial of service or distributed denial of service attacks that disrupt or deny service to other clients or users, then Amohost may null-route, filter, suspend, or terminate that client's service. Amohost allows the use of both Peer to Peer as well as Bit Torrent, but we do not permit the transfer of illegal content.

Law Enforcement

Amohost may be required by law to submit client information to law enforcement officials, when presented with a valid subpoena from a court with proper jurisdiction. In such event, the information requested is disclosed as directed by the pursuant to the subpoena. The safety and privacy of any client will only be compromised by the court order of a subpoena. Amohost will notify the client of the information request as allowed by the subpoena.

Violation Claims

Any Claim of Violation of this AUP that is being submitted by a third party must include the name and contact information of the complaining party, the IP address from which the alleged complaint originated, and a description of the violation. This AUP applies to all users of services provided by Amohost, including without limitation the customers, clients and other users of our clients.

Amohost reserves the right, at its sole discretion, to refuse new service to any individual, group, or business. Amohost also retains the right to discontinue service for any client for any reason or no reason and at any time, including without limitation for violation of this AUP.