

## Short List of Acceptable Sites

- Personal and business sites
- News, info-depositories and medical sites
- Underground sites including: news, research, communications and knowledge, but not including sites that promote racism, violence or warez. If it says hackerz has passwordz, gamez, warez or any of the "z" stuff we won't host it

## Short List of Sites We Do Not Accept

- Illegal adult sites
- Auction sites
- Phishing
- Hate sites
- Racism, violence or warez sites
- Sites distributing hacking tools, data, products or services
- Proxy scripts
- Sites selling unlicensed software
- Unlicensed banking sites
- Child pornography of any sort of
- Sites selling class 3 and above narcotics (including recreational drugs)

## Refund Policy

You are responsible for your sites and all sites that you host to be in accordance with all rules on this page. Misuse by you may result in actions on your account, including removal from the host without a refund. No refunds will be issued after account created or violating TOS, even if you have paid for multiple months of hosting SERVICE in advance.

## Cron Jobs

Cron Jobs are not allow to run less then 2 minutes interval for shared hosting.

## Inappropriate Use

The SERVICE must not be used to publish, post, distribute or otherwise disseminate unlawful material or information including, but not limited to: phishing, threatening, harassing, defamatory, obscene, or fraudulent information and materials, or proprietary, or otherwise intellectually protected information and materials for

which customer does not have authorization or authority to possess or distribute. The SERVICE must not be used to request unlawful services or materials. The SERVICE must not be used for activities Genius Guard deems to impact its customers or its ability to deliver SERVICE to its customers. Such activities may include, but are not limited to:

- **General Fraud and Scam Sites.** If your site is a scam (like carder sites, fake auction sites, fake exchange sites etc) and we see this after visiting it, you will be automatically terminated without a refund and without and prior warning. We reserve the right to eliminate all fraudulent websites, databases and mail from our servers at our discretion. We feel we have enough experience to know the difference and will act without hesitation. If you plan on running a scam or fraud on our servers we ask you to look elsewhere as you risk getting deleted without any refund.
- **Obscene Speech or Materials.** The distribution of child pornography or any obscene, abusive, defamatory or threatening speech or material will not be permitted. You are not permitted to host any site containing adult oriented content, including nudity of any kind. Portal sites linking directly to adult oriented content are also unacceptable. Unacceptable content will be determined by Genius Guard and reviewed on a regular basis.
- **Intellectual Property Infringement.** Any activity infringing on the intellectual property rights of others, including trademarks, service marks, trade secrets, and patents.
- **Spamming.** Sending unsolicited commercial bulk email ("UCE"), news postings or chain letters, advertising transmitting, or otherwise making available any software, program, product, or service that is designed to facilitate sending UCE. Use of web pages that allow spamming (known as "ghost sites") that directly or indirectly refers to domains or IP addresses hosted by Genius Guard, Genius Guard reserves the right to determine in its sole discretion what constitutes UCE based on the information available. Sending any email to purchased lists or lists obtained by any other method (such as harvesting) is not acceptable. Customers may only send email to recipients who have joined mailing lists directly from their site.
- **Maintaining an Open Email Relay.** Allowing email to be sent through customer's system by a third party (i.e. neither to nor from customer or customer's accounts).
- **Virus, Worm, or Trojan Horse Program Distribution.** The deliberate transmission of computer viruses, worms or Trojan software.
- **Denial of Service.** Using any technique to intentionally degrade or disable the delivery of any legitimate data.
- **Glutting of Servers.** Oversized storage of any files that would be unreasonably large (i.e. making a zip file filled with text files just to pad the size). Again, your web space is not for data back up. It is only for hosting real sites.
- **Unauthorized Access.** Attempting to gain unauthorized entry to any site or network, or any network or host scanning, probing, monitoring or other information gathering associated with such activity; using the SERVICE to guess passwords.
- **Applications.** Customer may not run any program or script on the server that runs constantly or listens on ports unless provided in the control panel. This includes applications associated with chat services.
- **Public Forums.** Inappropriate postings to newsgroups, chat rooms, electronic bulletin boards and any other public forum on, or using, the SERVICE.
- **Bulk Email.** Customers sending bulk email must provide recipients with an easy and effective mechanism for removal from bulk email list. Customer must include the source of the addressee's address in each bulk email message.

- **CPU Usage.** Sites may not use extreme unwarranted CPU usage. This includes usage of heavy scripts or Flash/Shockwave files. By heavy we mean oversized without cause, to the point where most users would be unable to view them in a reasonable amount of time. No single site may consume 100% of CPU usage for a sustained period of time.
- **Password Protection.** Customer is responsible for protecting passwords and for any authorized or unauthorized use.
- **Content Protection.** Customer agrees to provide appropriate protection to prevent minors (persons under 18 years of age) from accessing any unsuitable material that customer publishes via any SERVICE.
- **Content Ownership.** Customer is responsible for all content or information residing on, or obtained, or transmitted via, the SERVICE, regardless of whether such use is by customer.
- **File Repository / Dump Sites.** Customer may not use disk space as a file repository, or dump site. This includes but is not limited too: warez, serialz, sound files, applications, zip files. This includes using the space in order to store content used on other sites (remote linking) . Examples of this would be using the web space to store images for auction descriptions, flash or any other files used on another site but stored on our server.
- **Facilitating TOS Violation.** Customer activity that facilitates the violation of this TOS by any party constitutes a violation of this TOS by customer.

## TOS Enforcement

Violation of the TOS may subject customer to international, federal, and/or state civil and/or criminal liability, including without limitation. Genius Guard reserves the right in its sole discretion and without prior notice to suspend and/or terminate customer's access to the SERVICE at any time for violating this TOS. Genius Guard also reserves the right to suspend, filter or block, and/or terminate customer's access if customer's account is being used to exploit or attack the SERVICE or the networks of others. If customer's account has been compromised and attempts to reach customer and/or to have customer repair a breach of security fail, Genius Guard reserves the right to suspend or terminate customer's SERVICE. If customer's access is suspended or terminated, Genius Guard, in its sole discretion, may refuse to accept all new e-mail sent to the terminated e-mail address and delete customer's data stored on SERVICE. Genius Guard will fully cooperate with law enforcement authorities in the detection and prosecution of illegal activity.

## Violation of Rules

Breaking any of these aforementioned rules may result in immediate account suspension with out refund, as well as criminal prosecution where deemed necessary.

## Limitation of Liability

Genius Guard shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from servers going off-line or being unavailable for any reason whatsoever. Further, Genius Guard shall not be responsible for any claimed damages, including incidental or consequential

damages, resulting from the corruption or deletion of any web site from one of Genius Guard servers. All damages shall be limited to the immediate termination of SERVICE. Genius Guard shall be the sole arbiter of what is and is not a violation of these acceptable use policies. Genius Guard reserves the right to terminate an account at any time and for any reason that causes harm to any customer's web sites. Genius Guard reserves the right to delete all content and files upon termination. Genius Guard reserves the right to withhold any pre-paid funds for any site removed for violations of these policies. Genius Guard reserves the right to refuse, cancel, or suspend SERVICE at our sole discretion. Genius Guard reserves the right to change these policies without prior notice or warning. non-enforcement of any part of these policies does not constitute consent.