

## MojoHost Acceptable Use Policy

Last Updated: March 28, 2022

This Acceptable Use Policy (“AUP”) describes activities prohibited on MojoHost Services to protect MojoHost and its Representatives, Services, network, and other customers. Please direct questions about this policy to [abuse@mojohost.com](mailto:abuse@mojohost.com).

**1. Abuse Generally.** Customer shall not use the Services or any related software, system, or network to engage in, foster, solicit, or promote illegal or irresponsible behavior, including:

**1.1** conduct likely to breach any laws, codes, or regulations applicable to the parties (including conduct infringing or misappropriating intellectual property or confidential information; or that is fraudulent, unfair, deceptive, or defamatory);

**1.2** unauthorized access to, monitoring or use of, or interference with an internet account, computer, systems, networks, data, or traffic;

**1.3** intentionally, knowingly, or recklessly introducing any malicious code into the Services;

**1.4** conduct violating rules and conventions of any domain registrar, email service, bulletin board, chat group, or forum used with MojoHost Services or network (including using false, misleading, or deceptive TCP-IP packet header information in an email or newsgroup posting);

**1.5** deceitfully collecting, transmitting, or using information, or distributing software that covertly gathers or transmits information about a user;

**1.6** distributing advertisement delivery software unless the user affirmatively consents to download and installation based on clear and conspicuous notice of the nature of the software and can easily remove software using standard tools included on major operating systems;

**1.7** conduct likely to result in retaliation or adverse action against MojoHost or its services, network, website, or Representatives (including resulting in the listing of MojoHost IP space on an abuse database);

**1.8** conduct that breaches Customer’s security obligations, or any activity with the Services that might expose MojoHost to a security vulnerability;

**1.9** conduct intended to withhold or cloak identity or contact information, registering to use Services under a false name, or using an invalid or unauthorized credit card with the Services;

**1.10** gambling activity violating any codes of practice, required licenses, or technical standards;

**1.11** using any MojoHost provided shared system in a way that unnecessarily interferes with the normal operation of the shared system or consumes a disproportionate share of system resources; and

**1.12** conduct creating a risk to safety or health, national security, or law enforcement.

**2. Offensive Behavior.** Customer shall not be abusive or offensive to MojoHost Representatives. Customer shall not publish, transmit, or store on or through the Services content or links to content that

MojoHost reasonably believes relates in any manner to child pornography, bestiality, nonconsensual sex acts, or any other obscene sex acts; or is excessively violent, incites or threatens violence, contains harassing content or hate speech, violates a person's privacy, is malicious or morally repugnant.

**3. No High-Risk Use.** Customer shall only use the Services for commercial purposes. Customer shall not use the Services in any situation where failure or fault of the Services could lead to death or serious bodily injury of any person, or to physical or environmental damage (including with aircraft or other modes of human mass transportation, or nuclear or chemical facilities). Customer shall not use the Services to promote, facilitate, advance, or encourage prostitution, solicitation, or human trafficking.

**4. Email Requirements.** For bulk or commercial email sent by or for Customer using the Services or from any network that directly or indirectly refers recipients to a site hosted using the Services (including using third-party distribution lists), Customer shall:

**4.1** post a privacy policy for each associated domain;

**4.2** post an email address for complaints in a conspicuous place on any associated website, promptly respond to messages sent to that address, and have means to track anonymous complaints;

**4.3** obtain affirmative consent to receive email from intended recipients using reasonable means to verify ownership of the email address, honor and notify recipients of consent revocation, and evidence consent within 72 hours of recipient's or MojoHost's request; and

**4.4** include the recipient's email address in the email body or "TO" line.

**5. Vulnerability Testing.** Customer shall not attempt to test the vulnerability of a MojoHost system or network, including those provided with the Services, or attempt to breach security measures of that system or network by any means. Despite the preceding, Customer may conduct vulnerability testing of their Hosted System with MojoHost's prior written consent.

**6. Customer Provided Licenses and Support.** Customer shall comply with the license terms governing the use of any Open-Source Software or Third-Party Software provided by MojoHost. If Customer uses any non-MojoHost provided software on the Customer Configuration, Customer states that Customer shall maintain: (a) the legal right to use the software; and (b) as applicable to the Services, adequate original software vendor support (or similar authorized support) permitting MojoHost to perform any installation, patching, upgrades, or management that MojoHost has agreed to provide. On MojoHost's request, Customer shall certify in writing (or, as reasonably requested, evidence) that Customer complies with this section and any other license or support obligations under the Agreement. If Customer does not certify licensing or support as requested, MojoHost may charge Customer its standard fee for licensed use of the software until the required certification is provided.

**7. Export Control.** Customer shall ensure Services are not used in breach of export laws, controls, regulations, or sanction policies of the United States or Customer's jurisdiction. Customer shall ensure Services are not used by any person or entity suspected of involvement or affiliation with those involved in activities or causes relating to human trafficking; illegal gambling; terrorism; narcotics trafficking; or arms trafficking or the proliferation, development, design, manufacture, production, stockpiling, or use of nuclear, chemical, or biological weapons, weapons of mass destruction, or missiles.

**8. Cooperation with Investigations and Proceedings.** MojoHost may permit a relevant authority to inspect Customer's content or traffic if MojoHost is legally required to do so, on condition that MojoHost

gives Customer reasonable prior notice (where permitted by law and regulation). MojoHost may report to appropriate authorities any Customer conduct MojoHost believes violates law, without notice to Customer (including providing any information about Customer, its users, or traffic). MojoHost may cooperate in response to a formal request from a law enforcement or regulatory agency investigating conduct MojoHost believes violates law or in a civil action that on its face meets the requirements for such a request. Customer shall cooperate with MojoHost's reasonable investigation and resolution of any suspected breach of the Agreement.

**9. Domain Names, IP Addresses, and DNS Records.** Customer must maintain valid information with Customer's domain name registrar for any domain hosted on the Services and only use IP addresses assigned to Customer by MojoHost with the Services. MojoHost may modify, transfer, or delete any DNS record or zone on MojoHost managed or operated DNS servers or services on request from the registrant or administrative contact according to the registrar's WHOIS system.

**10. Changes to AUP.** MojoHost may amend the AUP by publishing a revised version at <https://www.mojohost.com/wp-content/uploads/2018/02/MojoHost-Acceptable-Use-Policy.pdf>, or in the event of a material adverse AUP change by providing Customer at least 30 days prior written notice. The revised AUP will become effective as to Customer on the first to occur of: (a) Customer's signing of a new Service Order or agreement incorporating the revised AUP; (b) the first day of an agreement renewal term beginning at least 30 days after revised AUP publication; or (c) expiration of written notice provided under this section. If compliance with the revised AUP would adversely affect Customer's use of the Services, Customer may terminate the affected Services for convenience by giving MojoHost written notice of Customer's objection no later than the date that the revised AUP would otherwise have become effective as to Customer; Customer may continue using the Services for up to an additional 90 days subject to the previous AUP. MojoHost may, at its discretion, waive the AUP change as to Customer in which case the notice of termination will be of no effect.

**11. AUP Breach.** If Customer breaches the AUP (including unintentionally, resulting from Customer's not using reasonable security precautions, or as a result of activity occurring without Customer authorization), MojoHost may block any content or traffic, may be relieved of its obligation to provide all or a part of the Services, suspend the Services, or terminate the Services under the Agreement, at its election. No credit will be available under any SLA for interruptions of Services resulting from an AUP breach. Customer's use of the Services to assist another entity in an activity that would breach this AUP if performed by Customer is an AUP breach.