

Anti-SPAM Policy

Last Updated: April 6, 2022

1. MojoHost maintains a zero-tolerance policy for using its network or services in any way associated with transmitting, distributing, or delivering any bulk email, including unsolicited bulk or unsolicited commercial email, or the sending, assisting, or commissioning the transmission of commercial email that does not comply with the U.S. CAN-SPAM Act of 2003 (“**SPAM**”).

You are required to ensure that email sent by or for you does not violate this law. We assume SPAM complaints are valid unless we are provided with credible evidence to the contrary. To avoid action under our Acceptable Use Policy (“**AUP**”), please familiarize yourself with the CAN-SPAM Act by reviewing <http://business.ftc.gov/documents/bus61-can-spam-act-compliance-guide-business>.

2. You must not use any of our services or network to send SPAM. In addition, email sent, or caused to be sent, to or through our network or services must not:
 - a. Use or contain invalid or forged headers
 - b. Use or contain invalid or non-existent domain names
 - c. Employ any technique to otherwise misrepresent, hide, or obscure any information in identifying the point of origin or the transmission path
 - d. Use other means of deceptive addressing
 - e. Use another person’s Internet domain name, or be relayed from or through a nonparty’s equipment, without permission of that nonparty
 - f. Contain false or misleading information in the subject line or otherwise contain false or misleading content
 - g. Does not comply with additional technical standards described below.
 - h. Otherwise violates MojoHost’s Master Services Agreement, AUP, or other terms.
3. MojoHost does not authorize the harvesting, mining, or collecting of email addresses or other information from or through its network. MojoHost does not permit or authorize others to use its network or services to collect, compile, or obtain any information about its customers or users, including but not limited to customer email addresses, which are MojoHost’s confidential and proprietary information. Using our network or services is also subject to our Master Services Agreement, AUP, and other terms.
4. MojoHost does not permit or authorize any attempt to use its network or services in a way that could damage, overburden, or impair any aspect of any of our services, or that could interfere with any other person’s use and enjoyment of any MojoHost product or service.
5. We monitor for SPAM all traffic to and from our servers. Customers suspected of using MojoHost’s products and services to send SPAM will be investigated. We assume SPAM complaints are valid unless

we are provided with credible evidence to the contrary. It is MojoHost's policy to immediately suspend, terminate, or cancel any offending website or account sending SPAM.

6. Customers may be asked to produce records that verify that explicit affirmative permission was obtained from a recipient before a mailing was sent. MojoHost may consider the lack of that proof of explicit affirmative permission of a questionable mailing.
7. Customers are prohibited from maintaining open mail relays on their servers. Ignorance of the presence or operation of an open mail relay is not and will not be considered an acceptable excuse for its (the open mail relay) operation.
8. Customers are prohibited from providing services for websites that have been included in SPAM, including, but not limited to hosting websites, or providing DNS services or website redirect services.
9. It is a violation of this policy to commission a nonparty to send email that is in violation of this policy or of law, even if that nonparty does not use MojoHost systems, networks, or resources. Email not in compliance with this policy—regardless of source—that contains any reference to a website hosted by us or contains any reference or link to a network or system of MojoHost is prohibited.
10. If MojoHost believes that unauthorized or improper use is being made of our network, or any product or service, it may, without notice, take that action as it, in its sole discretion, considers appropriate, including blocking messages from a particular internet domain, mail server, or IP address. MojoHost may immediately suspend, terminate, or cancel any account on any product or service that it determines, in its sole discretion, is transmitting or is otherwise connected with any email that violates this policy.
11. MojoHost may suspend, terminate, or cancel permanently all services provided to a customer without notice. Besides all other rights under this policy or otherwise, if a customer is in violation of this policy, the AUP, the Master Services Agreement, the Terms of Use, or uses our services to disrupt or, in MojoHost's sole judgment, which could disrupt MojoHost's business operations, MojoHost may charge that customer an administrative fee equal to \$100 for each piece of SPAM sent.
12. To report SPAM, please send an email to abuse@mojohost.com.
13. Nothing in this policy is intended to grant any right to transmit or send email to, or through, our network or services. Failure to enforce this policy in every instance does not constitute a waiver of MojoHost's rights.
14. Unauthorized use of MojoHost's network for transmitting unsolicited email, including transmitting email in violation of this policy, may result in civil and criminal penalties against the sender and those assisting the sender, including those provided by the Computer Fraud and Abuse Act (18 U.S.C. § 1030, *et seq.*) and other state and federal laws.