

# Acceptable Use Policy

Last updated: June 18, 2026

This Acceptable Use Policy (“**AUP**”) describes prohibited activities in connection with the Services and is incorporated into the Agreement. This AUP applies to Customer and any end users who access or use the Services under Customer’s account. MojoHost may enforce this AUP to protect MojoHost and its Representatives, the Services, its network and systems, and other customers. Questions about this AUP should be sent to [abuse@mojohost.com](mailto:abuse@mojohost.com).

**1. Abuse Generally.** Customer shall not use (and shall not permit any end user to use) the Services or any related software, system, or network to engage in, foster, solicit, or promote illegal, harmful, or irresponsible conduct, including:

**1.1** conduct that violates applicable law or regulation, including conduct that infringes or misappropriates intellectual property or confidential information, or that is fraudulent, unfair, deceptive, or defamatory;

**1.2** unauthorized access to, monitoring of, use of, or interference with any account, computer, system, network, data, or traffic;

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

**1.4** violating the rules or policies of any domain registrar, email service, bulletin board, chat group, or forum used with the Services or MojoHost’s network, including using false, misleading, or deceptive packet header information in any email or newsgroup posting;

**1.5** collecting, transmitting, or using information in a deceptive manner, 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 it using standard tools included with major operating systems;

**1.7** conduct that results in, or is reasonably likely to result in, retaliation or adverse action against MojoHost or its systems or network, including the listing of MojoHost IP address space on an abuse database;

**1.8** conduct that breaches Customer’s security obligations or that creates a security vulnerability for MojoHost or the Services;

**1.9** concealing or misrepresenting identity or contact information (including registering to use the Services under a false name) or using an invalid, unauthorized, or fraudulent payment method with the Services;

**1.10** gambling activity that violates applicable law, required licenses, or technical standards;

**1.11** using any MojoHost-provided shared system in a manner that unreasonably interferes with

its normal operation or consumes a disproportionate share of system resources;

**1.12** conduct that creates a risk to safety or health, national security, or law enforcement; and

**1.13** conduct that disrupts, degrades, or interferes with MojoHost's network or Services or the networks or systems of any third party, including denial-of-service attacks, distributed denial-of-service attacks, operating or controlling botnets, mass scanning or probing of systems, exploiting vulnerabilities, or engaging in unauthorized cryptocurrency mining or similar resource-intensive activities that materially impair performance or availability.

**2. Offensive Behavior.** Customer shall not be abusive, threatening, or harassing toward MojoHost Representatives. Customer shall not publish, transmit, or store on or through the Services (or link to content) any material that MojoHost reasonably believes (1) constitutes child sexual abuse material or otherwise depicts a minor in sexual conduct, (2) depicts bestiality, (3) depicts nonconsensual sexual conduct or sexual violence, or includes voyeuristic or surreptitiously recorded sexual content, (4) violates a person's privacy or publicity rights, including nonconsensual intimate imagery, (5) is unlawfully obscene under applicable law, (6) is excessively violent or incites, threatens, or promotes violence, (7) contains unlawful hate speech or harassing content, or (8) is otherwise unlawful.

**3. No High-Risk Use.** Customer shall use the Services only for lawful 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 use with aircraft or other modes of mass transportation, or nuclear, chemical, or other hazardous facilities. Customer shall not use the Services to promote, facilitate, or encourage prostitution, solicitation where unlawful, or human trafficking, or to exploit or endanger minors.

**4. Email Requirements.** Customer shall not use the Services to send unsolicited bulk or commercial email ("spam"). For any 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 through third-party distribution lists), Customer shall:

**4.1** maintain a publicly available privacy policy for each associated domain and comply with all applicable email marketing laws (including CAN-SPAM and any applicable anti-spam laws);

**4.2** provide a conspicuous and functioning method for recipients to opt out of future emails, promptly honor opt-out requests, and maintain a working email address or web form for complaints;

**4.3** obtain and maintain verifiable affirmative consent (opt-in) from recipients where required by applicable law or where necessary to avoid spam complaints and blacklisting, and be able to produce reasonable evidence of consent upon request; and

**4.4** include accurate sender identification and routing information, a truthful subject line, and (where required by law) a valid physical postal address.

**5. Vulnerability Testing.** Customer shall not probe, scan, or test the vulnerability of any MojoHost system, network, or Service, or attempt to defeat or bypass any security measure, except with MojoHost's prior written consent. With MojoHost's prior written consent (which may be provided through the Customer Portal), Customer may conduct vulnerability testing limited to Customer's own Customer Configuration, subject to any scope, timing, and rate limits specified by MojoHost.

**6. Customer Provided Licenses and Support.** Customer shall comply with the license terms governing any Open-Source Software or Third-Party Software used with the Services. If Customer installs or uses any software that is not provided by MojoHost on the Customer Configuration and MojoHost has agreed (in an Order or Support Services) to install, patch, upgrade, or manage that software, Customer represents and warrants that it (1) has the legal right to use the software, and (2) maintains, as applicable, adequate vendor or other authorized support rights that permit MojoHost to perform the agreed Services. Upon MojoHost's request, Customer shall provide written certification (and, if reasonably requested, supporting evidence) of compliance with this section. If Customer fails to provide the requested certification or evidence within a reasonable time, MojoHost may suspend the affected support or management services and may charge Customer, at MojoHost's then-current rates, for any licensed software MojoHost is required to provide as a substitute in order to perform the Services.

**7. Export Control and Sanctions.** Customer shall comply with all applicable export control and economic sanctions laws and regulations, including those of the United States and any jurisdiction applicable to Customer's use of the Services. Customer shall not use, export, re-export, transfer, or provide access to the Services (or any technical data related to the Services) in violation of those laws or regulations, including for any prohibited end use or by or for the benefit of any person or entity that is subject to applicable sanctions or is otherwise prohibited under applicable law. Without limiting the foregoing, Customer shall not use the Services to support or facilitate human trafficking, terrorism, narcotics trafficking, illegal gambling, 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 disclose Customer Data, content, or traffic information and permit inspection or access by a governmental, regulatory, or law-enforcement authority to the extent MojoHost reasonably determines that disclosure is required or permitted by applicable law, regulation, court order, or other valid legal process. Where legally permitted, MojoHost will use commercially reasonable efforts to provide Customer with prior notice of that disclosure. MojoHost may report to appropriate authorities any conduct that MojoHost reasonably believes violates applicable law, and may do so without notice to Customer where permitted. Customer shall reasonably cooperate with MojoHost's investigation and resolution of any suspected breach of the Agreement or this AUP. MojoHost is not required to contest or challenge any request or legal process.

**9. Domain Names, IP Addresses, and DNS Records.** Customer shall maintain accurate and current registrant and administrative contact information with its domain name registrar for any domain used with the Services. Customer shall use only IP addresses assigned to Customer by MojoHost in connection with the Services and shall not announce, route, or use any IP address not assigned by MojoHost without MojoHost's prior written consent. If MojoHost provides or manages DNS services for Customer, MojoHost may modify, transfer, or delete DNS records or zones upon Customer's request through the Customer Portal or upon instruction from the registrant or administrative contact reflected in the applicable registrar records (including WHOIS or successor systems). Domain name registration, renewal, and transfer services (if any) are governed by the applicable domain name registration agreement.

**10. Changes to AUP.** MojoHost may revise this AUP by posting an updated version on MojoHost's website or Customer Portal. MojoHost will use commercially reasonable efforts to provide notice of any material adverse change, including by posting notice in the Customer Portal or by email. Except where otherwise designated, a revised AUP becomes effective for Customer on the first to occur of (1) Customer placing a new Order after the revised AUP is posted, (2) an applicable Order automatically renewing after the

revised AUP is posted, or (3) the effective date stated in MojoHost's notice, if any. If Customer reasonably objects to a material adverse change and provides written notice of its objection before the revised AUP would otherwise become effective, Customer may terminate the affected Order(s) effective as of the date the revised AUP would otherwise become effective and continue using the affected Services until that date under the prior AUP. MojoHost may waive application of the revised AUP to Customer for the affected Order(s), in which case Customer's notice of termination will be of no effect.

**11. AUP Breach.** If Customer breaches this AUP (including unintentionally, due to Customer's failure to maintain reasonable security precautions, or due to activity occurring without Customer's authorization), MojoHost may take any action it reasonably deems necessary to address the breach or mitigate harm, including removing or disabling access to content, blocking traffic, rate limiting, suspending the Services, or terminating the affected Services in accordance with the Agreement. Customer's use of the Services to assist another person or entity in an activity that would breach this AUP if performed by Customer is a breach of this AUP. No service credits will be available under any SLA for interruptions or unavailability resulting from an AUP breach or MojoHost's enforcement of this AUP.

MojoHost has no obligation to monitor Customer content or traffic. MojoHost may monitor, review, remove, disable access to, or restrict content or traffic to the extent reasonably necessary to enforce this AUP, comply with law or legal process, respond to abuse complaints, or protect MojoHost, its Representatives, the Services, the network, or other customers.

**12. Account Evasion.** Customer shall not attempt to circumvent this AUP or MojoHost's enforcement actions, including by creating or using alternative accounts, rotating domains, IP addresses, or infrastructure, using proxying or masking services to conceal prohibited activity, or otherwise attempting to continue activity that MojoHost has restricted, blocked, suspended, or terminated.