Last Updated: *Wednesday, August 14, 2013*

Jonah Coyote Design Acceptable Use Policy ("AUP")

Your services may be suspended or terminated for violation of this AUP in accordance with the Jonah Coyote Design Web Hosting Terms of Service.

Capitalized terms used in this AUP shall have the meaning given in the Web Hosting Terms of Service.

Inquiries regarding this policy should be directed to info@jonahcoyote.com

Abuse

You may not use Jonah Coyote Design's network or Services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Interference with service to any user of the Jonah Coyote Design or other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- Use of an Internet account or computer without the owner's authorization;
- Collecting or using email addresses, screen names or other identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting);
- Collecting or using information without the consent of the owner of the information;
- Use of any false, misleading, or deceptive TCP–IP packet header information in an email or a newsgroup posting;
- Use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- Use of the service for distribution of advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems; (such as Microsoft's "ad/remove" tool); or
- Any conduct that is likely to result in retaliation against the Jonah Coyote Design network or website, or Jonah Coyote Design's employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS).

Excessive Use of System Resources

You may not use your Service in a way that unnecessarily interferes with the normal operation of the Jonah Coyote Design services generally. In such circumstances, we may require you to repair abnormalities in your code if the operation of the code unnecessary conflicts with other customers' use of their services.

Bulk or Commercial E–Mail

You must obtain Jonah Coyote Design's advance approval for any bulk or commercial e–mail, which will not be given unless you are able to demonstrate, at a minimum, that:

- your intended recipients have given their consent to receive e–mail via some affirmative means, such as an opt–in procedure;
- your procedures for soliciting consent include reasonable means to ensure that the person giving consent is the owner of the e–mail address for which the consent is given;
- you retain evidence of the recipient's consent in a form that may be promptly produced on request, and you honor the recipient's and Jonah Coyote Design's requests to produce consent evidence within 72 hours of receipt of the request;
- You have procedures in place that allow a recipient to revoke their consent such as a link in the body of the email, or instructions to reply with the word "Remove" in the subject line; you honor revocations of consent within 48 hours, and you notify recipients that the revocation of their consent will be implemented in 48 hours;
- You must post an email address for complaints (such as abuse@yourdoman.com) in a conspicuous place on any website associated with the email, you must register that address at abuse.net, and you must promptly respond to messages sent to that address;
- You must have a Privacy Policy posted for each domain associated with the mailing;
- You have the means to track anonymous complaints;
- You must not obscure the source of your e–mail in any manner. Your e–mail must include the recipient's e–mail address in the body of the message or in the "TO" line of the e–mail;
- You must not attempt to send any message to an email address if 3 consecutive delivery rejections have occurred and the time between the third rejection and the first rejection is longer than fifteen days.
- These policies apply to messages sent using the Services, or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site hosted via the Services. In addition, you may not use a third party e–mail service that does not practice similar procedures for all its customers. These requirements apply to distribution lists created by third parties to the same extent as if the list were created by you.
- Jonah Coyote Design may test and otherwise monitor your compliance with its requirements, including requesting opt–in information from a random sample of your list at any time. In addition, Jonah Coyote Design may block the transmission of email that violates these provisions.

Authenticated SMTP Policy

In addition to the requirements above, you may not send email messages of similar content through Jonah Coyote Design's SMTP servers to more than two–hundred and fifty (250) recipients. Attempts to circumvent this restriction by breaking up bulk email over time, using multiple accounts, or other means will be a violation of this restriction.

Jonah Coyote Design may block mail that violates this AUP. In addition, your mail services may be suspended or terminated for violation of this AUP in accordance with the Web Hosting Terms of Service.

Mail Relays

Generally, we do not allow bulk or commercial e–mail to be sent to more than five–thousand (5,000) users per day at a rate of 250 messages every 20 minutes. If you would like to send more than 5,000 messages per day, please contact a member of our support team for additional information.

Vulnerability Testing

You may not attempt to probe, scan, penetrate or test the vulnerability of the Jonah Coyote Design system or network or to breach Jonah Coyote Design's security or authentication measures, whether by passive or intrusive techniques, without Jonah Coyote Design's express written consent.

Newsgroup, Chat Forums, Other Networks

You must comply with the rules and conventions for postings to any bulletin board, chat group or other forum in which you participate, such as IRC and USENET groups including their rules for content and commercial postings. These groups usually prohibit the posting of off–topic commercial messages, or mass postings to multiple forums.

You must comply with the rules of any other network you access or participate in using your Jonah Coyote Design services.

Offensive Content

You may not publish, transmit or store on or via Jonah Coyote Design's network and equipment any content or links to any content that Jonah Coyote Design reasonably believes:

- Constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, or non–consensual sex acts;
- is excessively violent, incites violence, threatens violence or contains harassing content or hate speech;
- is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- is defamatory or violates a person's privacy;
- creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security or interferes with a investigation by law enforcement;
- improperly exposes trade secrets or other confidential or proprietary information of another person;
- is intended to assist others in defeating technical copyright protections;
- infringes on another person's copyright, trade or service mark, patent or other property right;
- promotes illegal drugs, violates export control laws, relates to illegal gambling or illegal arms trafficking;
- is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to Jonah Coyote Design; or
- is otherwise malicious, fraudulent or may result in retaliation against Jonah Coyote Design by offended viewers.
- Content "published or transmitted" via Jonah Coyote Design's network or equipment includes Web content, email, bulletin board postings, chat and any other type of posting or transmission that relies on the Internet.

Copyrighted Material

You may not use Jonah Coyote Design's network or Services to download, publish, distribute, or otherwise copy or use in any manner any text, music, software, art, image or other work protected by copyright law unless:

- you have been expressly authorized by the owner of the copyright for the work to copy the work in that manner; or
- you are otherwise permitted by established copyright law to copy the work in that manner.

It is Jonah Coyote Design's policy to terminate in appropriate circumstances the services of customers who are repeat infringers.

Other

You must have valid and current information on file with your domain name registrar for any domain hosted on the Jonah Coyote Design network.

- You may only use IP addresses assigned to you by Jonah Coyote Design in connection with your Jonah Coyote Design services.
- You agree that if the Jonah Coyote Design IP numbers assigned to your account are listed on an abuse database like Spamhaus, you will be in violation of this AUP, and Jonah Coyote Design may take reasonable action to protect its IP numbers, including suspension and/or termination of your service, regardless of whether the IP numbers were listed as a result of your actions;
- You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system.

SLA

No credit will be available under your Jonah Coyote Design Service Level Agreement for interruptions of service resulting from AUP violations.