



Acceptable Use Policy & Terms of Service

Made2Own Hosting's Acceptable Use Policy ("AUP") is provided to give our customers & users a clear understanding of what Made2Own Hosting expects of them while using our services. All users of Made2Own Hosting's Internet services: those who access some of our services but do not have direct accounts with us, as well as those who pay a service fee to subscribe to our services, must comply with this AUP & TOS (Terms of Service).

Use of Made2Own Hosting's service constitutes acceptance and agreement to Made2Own Hosting's AUP & TOS (Terms of Service)

Network Performance

Made2Own Hosting's domain hosted accounts operate on shared resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in immediate termination of your account without warning.

You are prohibited from excessive consumption of resources, including CPU time, memory, disk space and session time. You may not use resource-intensive programs which negatively impact other customers or the performances of Made2Own Hosting systems or networks. Made2Own Hosting reserves the right to terminate or limit such activities.

Disk Space & Bandwidth Allocation

Made2Own Hosting allots server space for your domain hosted account. We add server space continually as it's used and have 5,000MB to 15,000MB free on our servers, as the server space is used by the domain accounts on the servers we have the ability to add more server space and remove older log files to free space on our servers.

Made2Own Hosting allots x# gigabytes of monthly bandwidth to your domain account. Should you go over you allotted bandwidth you will receive an email alert and your account will be charged \$5 per gigabyte a month for each 1 gigabyte of bandwidth your account uses over.

SSL Support

Made2Own Hosting servers support SSL but you will need to acquire your own third party SSL certificate through www.thwate.com or www.verisign.com to take advantage of SSL services and upgrade to a Dedicated IP account.

Technical Support

Made2Own Hosting provides Technical Support. We do not provide support for configuring scripts on your account or any other support not directly related to your hosting account (setting up your website pages, images, etc.)

Backups

It is the clients responsibility to do all back ups of their site. If, in the unfortunate event, something happens to your files, it is your responsibility to have a local copy of your files. Made2Own Hosting is NOT held liable in any way for any files, money, time, effort, etc... lost due to this unfortunate event. Furthermore, if your files are lost, we will attempt to restore them as a gesture of good faith, but make no promises what so ever about whether the files will be brought back successfully or not. Again, back ups are the client's responsibility.

IRC & Server Processing

We currently do not allow IRC or IRC bots to be operated on our servers.

We currently do not allow eggdrops to be operated on our servers.

We currently do not allow BNC to be operated on our servers.

Acceptable Use Policy

Made2Own Hosting has a responsibility to protect each client and to provide the best services available. The following guidelines were designed to ensure these obligations are met.

Content

All services provided by Made2Own Hosting may be used for lawful purposes only. Transmission, storage or presentation of any information, data or material in violation of any United States Federal, State or City law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene or material protected by trade secret and other statute. The subscriber agrees to indemnify and hold harmless Made2Own Hosting from any claims resulting from the use of the service which damages the subscriber or any other party. All pornographic content and sex-related merchandising is prohibited on all Made2Own Hosting servers unless you are on an Adult approved & paid for account. This includes sites that may infer sexual content or links to adult content elsewhere. Made2Own Hosting will be the sole arbiter in determining violations of this provision. Also prohibited are sites that promote any illegal activity or present content that may be damaging to Made2Own Hosting servers or any other server on the internet. Links to such materials are also prohibited.

Examples of unacceptable content

Warez sites
Pirated software
Cracking programs of any kind
FTP Sites for large downloads
Spam supporting material (email lists)
Uploading MP3/Real Audio™/Real Video™ (these files are not allowed on our servers)

In order to upload MP3's you must own the copyright to the music.

Made2Own Hosting will be the sole arbiter as to what constitutes a violation of this provision.

Commercial Advertising - Email

Spamming, the sending of unsolicited email, or the selling of spam supporting material from a Made2Own Hosting servers prohibited. Using an email address or domain that is maintained on an Made2Own Hosting machine as reference, or as a location of such activity is STRICTLY prohibited. Made2Own Hosting will be the sole arbiter as to what constitutes a violation of this provision.

Server Abuse

Any attempt to undermine or cause harm to a server, or customer, of Made2Own Hosting is strictly prohibited.

AUP General Information

We support the uncensored flow of information and ideas over the Internet and do not actively monitor subscriber activity under normal circumstances. Similarly, we do not exercise editorial control over the content of any web site, e-mail transmission, newsgroups, or other material created or accessible over or through the services, except for certain proprietary Web sites. However, in accordance with our TOS (Terms of Service), we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. Made2Own Hosting may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. Your violation of this AUP may result in the suspension or immediate termination of either your Made2Own Hosting account or other actions as detailed in Section 3 WITHOUT PRIOR NOTICE.

This document is intended to provide a basic understanding of Made2Own Hosting's Acceptable Use Policy. The following are guidelines for the establishment and enforcement of Made2Own Hosting's AUP:

- Ensure reliable service to our customers
- Ensure security and privacy of our systems and network, as well as the networks and systems of others

- Comply with existing laws
- Maintain our reputation as a responsible service provider
- Encourage responsible use of the Internet and discourage activities which reduce the usability and value of Internet services
- Preserve the value of Internet resources as a conduit for free expression and exchange of information
- Preserve the privacy and security of individual users

Made2Own Hosting intends to provide its customers access to everything the Internet has to offer. While Made2Own Hosting is firmly committed to the principles of free speech, certain activities that may be damaging to the resources of both the Made2Own Hosting and the Internet and cannot be permitted under the guise of free speech. The resources of Made2Own Hosting and the Internet are limited, and abuse of these resources by one user has a negative impact on the entire community.

We do not routinely monitor the activity of accounts except for measurements of system utilization and the preparation of billing records. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our service.

You may not use your virtual site to publish material, which Made2Own Hosting determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, chat programs, video recordings, and audio recordings (MP3 files). Excessive storage of MP3 files & Video files are not permitted as these files consume excessive resources on our servers.

If you're not the copyright holder of the material placed on your site (unless the material is public domain) please do not place this material on your virtual site as this will result in the possible cancellation of your account. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings (MP3 files).

NO streaming Media, chat or warez material may be stored on your virtual site.

If a Made2Own Hosting account is used to violate our AUP and/or our TOS, we reserve the right to terminate your service without notice. We prefer to advise customers of inappropriate behavior and any necessary corrective action, however, flagrant violations of the Acceptable Use Policy will result in immediate termination of service (we will refund any unused hosting term left on your account). Our failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time.

As a member of our network community, you must use your Internet access responsibly.

VIOLATIONS OF Made2Own Hosting ACCEPTABLE USE POLICY

The following constitute violations of this AUP:

Illegal use: Made2Own Hosting's services may not be used for illegal purposes, or in support of illegal activities. Made2Own Hosting reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.

Harm to minors: Use of the Made2Own Hosting service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography.

Threats: Use of the Made2Own Hosting service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.

Harassment: Use of the Made2Own Hosting service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.

Fraudulent activity: Use of Made2Own Hosting service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," and "chain letters."

Forgery or impersonation: Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.

Unsolicited commercial e-mail / Unsolicited bulk e-mail (SPAM): Use of the Made2Own Hosting service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination of the offending Made2Own Hosting account.

E-mail / News Bombing: Malicious intent to impede another person's use of electronic mail services or news will result in the immediate termination of the offending Made2Own Hosting account.

E-mail / Message Forging: Forging any message header, in part or whole, of any electronic transmission, originating or passing through the Made2Own Hosting service is in violation of this AUP.

Usenet Spamming: Made2Own Hosting has a zero tolerance policy for the use of its network for the posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any newsgroups or mailing list. Commercial messages that

are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.

Unauthorized access: Use of the Made2Own Hosting service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Made2Own Hosting's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending Made2Own Hosting account is subject to immediate termination.

Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right: Use of the Made2Own Hosting service to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

Collection of personal data: Use of the Made2Own Hosting service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

Network disruptions and unfriendly activity: Use of the Made2Own Hosting service for any activity which affects the ability of other people or systems to use Made2Own Hosting services or the Internet. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. It is the member's responsibility to ensure that their network is configured in a secure manner. A subscriber may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner. Unauthorized entry and/or use of another company and/or individual's computer system will result in immediate account termination. Made2Own Hosting will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.

Fraud: Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.

Distribution of Viruses: Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offense will result in the immediate termination of the offending account.

Inappropriate Use of Software: Use of software or any device that would facilitate a continued connection, i.e. ping, while using Made2Own Hosting services could result in suspension/cancellation of service.

Third Party Accountability: Made2Own Hosting subscribers will be held responsible and

accountable for any activity by third parties, using their account, that violates guidelines created within the Acceptable Use Policy.

Security

You are responsible for any misuse of your account, even if the inappropriate activity was committed by another user under your account, friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server.

Your password provides access to your account. It is your responsibility to keep your password secure.

Sharing your password and account access with unauthorized users is prohibited.

You should take care to prevent others from using your account since you will be held responsible for such use.

Attempting to obtain another user's account password is strictly prohibited, and will result in termination of service.

You must adopt adequate security measures to prevent or minimize unauthorized use of your account.

You may not attempt to circumvent user authentication or security of any host, network or account.

This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks.

Use or distribution of tools designed for compromising security is prohibited.

Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

You may not attempt to interfere with service to any user, host or network ("denial of service attacks").

This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

Users who violate systems or network security may incur criminal or civil liability.

Made2Own Hosting will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

Refusal of Service

We reserve the right to refuse, cancel, or suspend service at our sole discretion. All Sub-Networks, distributive hosting sites and dedicated servers of Made2Own Hosting must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate account deactivation. Made2Own Hosting reserves the right to deny the refund of any monies paid thus far if these policies are broken.

REVISIONS TO THIS ACCEPTABLE USE POLICY

Made2Own Hosting reserves the right to revise, amend, or modify this AUP, our TOS (Terms of Service) and our other policies and agreements at any time and in any manner.