

Acceptable Use Policy

Effective February 6, 2014

General Policy:

1. This Acceptable Use Policy ("AUP") defines acceptable practices relating to the use of BestWeb's services by BestWeb's Customers. By using BestWeb's services, the Customer acknowledges responsibility for compliance with the AUP, including responsibility for each user, whether authorized or unauthorized, that gains access to BestWeb's services through the Customer.
2. As used in this AUP, "Users" is inclusive of the Customer, the users of the Customer, both authorized and unauthorized, and all activity and/or traffic originating from the Customer whether intentional or unintentional.
3. This AUP is designed to assist in protecting BestWeb, the Customer, and the Internet from improper, detrimental, damaging, and/or illegal activities.

Prohibited Uses:

4. BestWeb's services shall not be used for any unlawful activities or in connection with any criminal or civil violation. BestWeb's services shall be used in compliance with all applicable law. Use of BestWeb's services for transmission, distribution, retrieval, or storage of any information, data, or other material in violation of any applicable law or regulation is prohibited. This includes, without limitation, the use or transmission of any data or material protected by copyright, trademark, trade secret, patent, or other intellectual property right without proper authorization. This also includes, without limitation, the transmission of any material that constitutes an illegal threat, violates export control laws, or is obscene, defamatory, or otherwise unlawful.
5. No User may attempt to gain unauthorized access to any aspect of BestWeb's services, network, or servers. No User may attempt to interfere with, or compromise, the normal operations, functionality, or security of BestWeb's services, network, or servers. No User may engage in activities, or utilize the service, in such a way as to be detrimental to ability of others to utilize BestWeb's services, network, or servers. No User may attempt to gain unauthorized access to other User's or Customer's services, accounts, passwords, data, information, or communications.
6. No User may transmit unsolicited commercial e-mail messages ("spam") or deliberately send excessively large attachments, or an excessive volume of mail, to one recipient ("mailbomb"). Use of BestWeb's services as an intermediate provider to transmit spam or mailbomb is likewise prohibited. Similarly, no User may use BestWeb service's to collect responses from spam. BestWeb may, in its sole discretion, rely upon information obtained from anti-spamming organizations (such as spamhaus.org, spamcop.net, sorbs.net, abuse.net, etc.) as a basis for determining spam activities and taking preventative action.
7. BestWeb receives complaints directly from Internet organizations and through other authoritative parties. BestWeb shall not be required to determine the validity of complaints received, or of information obtained from anti-spamming organizations, before taking action under this AUP. A complaint from the recipient of commercial email, whether received directly or through an anti-spamming organization, shall be evidence that the message was unsolicited.
8. No User may intentionally or negligently inject false data into the Internet, for instance in the form of bad routing information, spoofed packets, incorrect DNS information, false headers, invalid responses, or otherwise forge or falsify information. No User may attempt to impersonate someone else.
9. All postings to USENET groups must comply with that group's charter and other policies. No User may cross post to unrelated news groups. Continued posting of off-topic messages, including commercial messages (unless specifically invited) is prohibited. Disrupting newsgroups with materials, postings or activities that are (as determined by BestWeb in its sole discretion) frivolous, unlawful, obscene, threatening, abusive, libelous, hateful, excessive or repetitious is prohibited, unless such materials or activities are expressly allowed or encouraged under the newsgroup's name, FAQ or charter.
10. No User may transmit files containing a computer virus or corrupted data over BestWeb's services.
11. Any other inappropriate activity or abuse of BestWeb's Services (as determined by BestWeb in our sole discretion), whether or not specifically listed in this AUP, may result in suspension or termination of the service. This listing of prohibited activities is not exhaustive and BestWeb reserves the right to determine that any conduct that is, or could be, harmful to the BestWeb Network, BestWeb's Customers or Internet users is in violation of this AUP and to exercise any or all of the remedies contained in this AUP.

Customer Responsibilities:

12. Customer is responsible for maintaining the security of their network, servers, facilities, account information, passwords, data and any other aspect of their systems which may impact BestWeb's services and the Users.
13. Customer is responsible for educating themselves and configuring their system following Best Practices so as to proactively prevent violations of the AUP.
14. Customer has responsibility for ensuring that accountability is maintained and that any violations of the AUP can be identified and ceased in a timely manner. This includes, for example, ensuring authentication of all users and logs of all dynamic IP addresses.

15. Customer agrees to promptly investigate any complaint received, either from BestWeb, or received directly from any other party, and take all necessary actions to remedy any violations of this AUP within a timely manner.
16. Customer agrees that, in the event that they are uncertain of whether an activity is a violation of this AUP, to cease such activities until the acceptability of such activities can be determined. Such inquiry may be made to BestWeb where we may, at our sole discretion, either provide a definitive answer or indicate that the Customer should contact legal counsel for a determination.

Rights of BestWeb:

17. BestWeb will make every effort to reasonably notify the Customer of any complaints received or activities detected that are deemed a violation of this AUP. However, if the delay from providing such notification will be detrimental to BestWeb's services, the Customer, or the Internet, BestWeb may, in its sole discretion, take immediate remedial action and notify the Customer following the action.
18. Remedial action may include, but is not limited to, at BestWeb's sole discretion, filtering specific traffic flows (such as blocking traffic based on source or destination IP, protocol, ports, deep packet inspection, etc), suspending specific services, suspending the Customer, or, as a last resort following repeated violations of the AUP, termination of services. Such termination, should it become necessary, would be due to a violation of the terms and conditions of the Master Services Agreement.
19. The remedial action taken will be in direct relation to the severity of the violation of the AUP. Additionally, if the correction of individual violations does not cause a pattern of similar violations from consistently occurring, such that, in BestWeb's sole discretion, it is obvious that the Customer is failing to ensure sufficient security, policies (either legal or electronic) or implement Best Practices to prevent the reoccurrence of such violations, greater remedial action will be taken than would otherwise occur for the individual violation.
20. BestWeb reserves the right to avail itself of the safe harbor provisions of the Digital Millennium Copyright Act. We do not make any promise, nor do we have any obligation, to monitor or police activity occurring using BestWeb's services and will have no liability to any party for any violation of the AUP.
21. BestWeb will cooperate with appropriate law enforcement agencies and other parties involved in investigating claims of illegal or inappropriate activity. BestWeb reserves the right to disclose Customer information to the extent authorized by federal, state, or local law. BestWeb may, in its sole discretion, disclose Customer information to any law enforcement agency, without the need for a subpoena, when BestWeb deems necessary. (For example, when life or property is in immediate danger.)
22. BestWeb reserves the right to modify this AUP at any time without notice. Such modifications will be within the scope of the policies of an Acceptable Use Policy and with the intent to continue to protect BestWeb, the Customer, and the Internet from improper, detrimental, damaging, and/or illegal activities.