



**FOXCONSULT**

# **Web Hosting: Acceptable Use Policy**

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Web Hosting: Acceptable Use Policy

**Users of Fox Consult's services are required to agree and conform to the Terms of Service and Acceptable Use policies as defined in the topics below.**

Violations of these policies may result in loss of service or other disciplinary action.

## **Abuse and Spam**

We have a strong position against unsolicited e-mail.

## **Adult Content**

Certain content is better suited for hosting elsewhere.

## **Misuse of Account Features**

Your account features are for use with your sites only.

## **Interactive Chat**

These systems are restricted for technical reasons.

## **Resource Usage**

Excessive resource usage will cause performance and stability problems.

## **Database Resource Usage**

Certain database usages will require a dedicated server.

## **Cron Usage**

Automated tasks may run subject to these conditions.

## **Traffic Usage**

Traffic consumption is monitored with monthly automated billing for over-usage.

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## **Server Side Processes**

Daemons and other resident programs are not welcome for Web Hosting.

## **Security and Cracking**

These abuses are taken very seriously.

## **Domain Registrations**

Lame delegations are not welcome.

## **Disk Usage**

Disk space usage is monitored with monthly automated billing for over-usage.

## 1. Abuse and spam

- 1.1. Spamming is forbidden. "Spamming" includes, without limitation, the transmission of unsolicited communications through the Fox Consult e-mail, instant messaging, SMS, chat rooms, discussion boards and similar facilities used for the purposes of communicating with other persons, creating false accounts for the purpose of sending Spam, sending unauthorized e-mail via open, third party servers, sending e-mails to users who requested to be removed from the mailing list and selling or exchanging the e-mail address of any person without that person's consent. Fox Consult reserves the right to suspend or terminate the services in accordance with its General Terms should you breach this policy.
- 1.2. As a Fox Consult customer, should you infringe this policy, you will be held liable for any costs incurred by Fox Consult, both monetary and in reputation.
- 1.3. The use of any other service to make such a mailing or posting, with any reference to Fox Consult services (including but not limited to mailboxes, autoresponders, and Web pages), shall also be grounds for account termination as described above.
- 1.4. This is our first and most stringently enforced policy. Abusive behaviour can severely damage an online reputation and business. We will not tolerate such incidents of abuse.

## 2. Adult content

- 2.1. Our services are tuned for general purpose use. It is in the interest of efficiency and reliability to restrict these sites, in order to provide the best service for the majority of our customers.
- 2.2. Exceptions are made for educational sites.
- 2.3. Adult-oriented sites, designed for entertainment or commercial purposes, are not allowed on Fox Consult servers. Forbidden sites include those that provide access to pornographic materials or nudity, whether for free or for payment, regardless of whether adult verification is used or not. For purposes hereof "pornographic materials" is assigned the meaning in the Films and Publications Act 65 of 1996 and/or the Namibian equivalent law or act and "nudity" refers to a person's intimate parts, but excludes nakedness in a natural and non sexual context, such as breastfeeding.

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- 2.4. If Fox Consult in its sole and unfettered discretion determines that any customer content violates any law, including the Film and Publications Act, 65 of 1966 and/or the Namibian equivalent law or act, or this policy, it may:
  - 2.4.1. Request the customer to immediately remove such content; and/or
  - 2.4.2. Require the customer to amend or modify such content; and/or
  - 2.4.3. Without notice, terminate access to any services and/or suspend or terminate any services; and/or
  - 2.4.4. Without notice, delete the offending content; and/or
  - 2.4.5. Notify the relevant authorities of the existence of such content (if required by law or otherwise), make any backup, archive or other copies of such material as may be required by such authorities, disclose such elements of the customer's data as may be requested by the authorities and take such further steps as may be required by such authorities.

### **3. Misuse of account features**

- 3.1. Operating any service which makes an account feature available to third parties for any use other than normal access to that account's Web site is forbidden. Operating any service which enables or assists anonymous or abusive behaviour by third parties is forbidden. Operating any service which affects the stability or reliability of any Fox Consult server or network component, impacts other users or the company negatively, or degrades quality of service is forbidden.
- 3.2. This includes but is not limited to third party access to CGI services, database hosting, counters, banner exchanges, autoresponders, mailboxes, mail forwarding, mail filtering, and content publishing systems. All account features are to be used solely in order to develop and implement the Web site(s) associated with that account.
- 3.3. This means that, for example, you cannot:
  - 3.3.1. resell autoresponders to third parties
  - 3.3.2. run a service like hotmail.com or gmail.com
  - 3.3.3. run a service like pobox.com

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3.3.4. run a service like linkexchange.com

3.3.5. run a service like thecounter.com

3.3.6. run CGI scripts for other sites

3.3.7. host a remailer.

3.4. Certain usages are acceptable on our dedicated server options. Those exceptions will be made on a case-by-case basis only, and Fox Consult reserves the right to discontinue service for any system whose maintainer is unable or unwilling to control abuse or related problems.

## 4. Interactive chat

4.1. Interactive Web applications, of the specific type commonly known as "chat", are not allowed on Fox Consult servers, unless the server is a Fully Managed dedicated server and provided that it does not interfere with Fox Consult's ability to manage the server on the customer's behalf.

4.2. For the purposes of this policy, a "chat" system is defined as a Web site or portion thereof that encourages visitors to post messages in order to engage in "real-time" conversation with other visitors at the same site.

4.3. Interactive Web applications are not suitable for Fox Consult's shared hosting environment due to the high levels of resource usage that they require.

4.4. Fox Consult, does permit its Users to host forums provided that they are moderated in accordance with Fox Consult's Forum Rules published from time which inter alia require that the moderators filter out all unlawful, adult or explicit content.

4.5. Fox Consult permits its users to host their own personal web logs (blogs) on the following basis:

4.5.1. you accept and understand that any content that you provide to a blog enters an open, public forum, and is not confidential;

4.5.2. by disclosing personal information such as your name and email address in a blog, you acknowledge and understand that this information may be collected and used by other persons to communicate with you;

- 4.5.3. you may be held legally liable for the content that you provide in a blog;
- 4.5.4. Fox Consult does not generally monitor or moderate blogs run on servers it hosts and therefore does not have knowledge of the content on the blog'
- 4.5.5. Fox Consult does not condone, approve, endorse or support any content on the blog;
- 4.5.6. You use the blog at your own risk and indemnify Fox Consult against any liability, loss or damage resulting therefrom.
- 4.5.7. Fox Consult reserves the right to remove any offending content or stop or suspend your use of a blog or hosting a forum.

## 5. Resource usage

- 5.1. Where the volume or resource usage negatively impacts on other clients in our hosting environment - this may result in immediate suspension of hosting services. This may be due to excessive server hits, excessive bandwidth usage, inefficient scripts or database queries along with any other items for which system administrators deem a misuse of server resources.
- 5.2. Users may not, through a cron job, CGI script, interactive command, or any other means, initiate the following on our servers:
  - 5.2.1. Run any process that requires more than 16Mb of memory space.
  - 5.2.2. Run any program that requires more than 30 CPU seconds.
  - 5.2.3. Use 'Find' anywhere except in their own directories.
  - 5.2.4. Have more than 32 open files.
  - 5.2.5. Run more than 8 simultaneous processes.
  - 5.2.6. Send out mail to more than 500 recipients (email addresses) within one hour. 500 recipients represent one of the following: 500 recipients for one email, 500 individual emails or a combination of the two.
  - 5.2.7. Send or receive, through mail, any file larger than 10MB. This limit is enforced in our software.

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- 5.2.8. Accumulate more than 2000 mail messages in a single pop mailbox. If the message count is exceeded, new messages will bounce to the original sender.
- 5.2.9. Run their own mailing list software.
- 5.2.10. Run an interactive chat application.
- 5.2.11. Run a banner exchange, remotely accessible web counter, or any other services that perform CGI processes for sites outside our network.
- 5.3. These limits are subject to change and variation as necessary, at the sole discretion of Fox Consult.
- 5.4. The restrictions on mail delivery exist for a very simple reason: We run Web servers, not mail servers. Processing large amounts of mail adversely affects Web server performance.
- 5.5. If we find that you are performing bulk mail runs, regardless of whether it is Spam or not, we will have to deactivate your account and investigate. Please send such mailings through your local ISP's mailserver, or any other mailserver which you are authorized to use. Many such mailservers are configured especially to handle an extremely high volume of mail.
- 5.6. CGI scripts are to be run only by users with the appropriate account types -Basic or higher account levels for custom CGI scripting. No user may run CGI scripts for the benefit of external sites or services. This includes in particular all variations of "free Web counter" services.
- 5.7. The use of system resource limits is intended to prevent runaway CGI scripts on an unattended server. Also, processes with large memory footprints or hungry CPU requirements will incur swapping and other slowdowns that cause problems for every site on the server.
- 5.8. Resource limits are enforced by automatic monitoring systems. This is not applicable to Fully Managed dedicated servers, providing that it does not interfere with Fox Consult's ability to manage the server on the customer's behalf.

## 6. Database resource usage

6.1. MySQL databases are provided free-of-charge, subject to the conditions and restrictions below, to holders of the account types designated Basic and above.

6.1.1. Each qualifying individual account is limited to the allocated quota as published in the price matrix.

6.1.2. Each individual database is allotted up to 20 MB (megabytes) of disk space. Extra disk usage within reason is allowed, and may be charged for at our normal disk overusage rate if deemed appropriate.

6.1.3. Databases may not be used for circumventing account disk allowances by storing web sites within the database.

6.1.4. Databases may only be used in conjunction with Fox Consult hosted accounts. Access to databases from outside our local network is provided strictly for site and database development.

6.1.5. Databases may not be used to store binary files (including but not limited to image and application files). These files should be stored within the user account and referred to in the database by a "pointer," if needed.

6.1.6. Fox Consult reserves the right to require changes to databases and database usage that has an adverse impact on a database server and/or other user databases on that server. Fox Consult may move the database to a new server, or in extreme cases, Fox Consult reserves the right to disable any database determined to be unacceptably harming performance of a database server.

6.2. Fox Consult reserves the right to implement further allowances for database usage in the future, as new tools for determining a database's server impact are developed.

## 7. Cron usage

7.1. The use of "cron jobs", which are processes that are run automatically at certain times, in accordance with a "crontab" file set up by each user, are allowed on Hetzner servers, subject to the following conditions and restrictions:

7.1.1. The user's account must be Basic or higher.

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7.1.2. The job must not execute more often than every two hours.

7.1.3. The job must generate no greater impact than a CGI script. See the guidelines on CGI resource usage.

7.1.4. The job must be "niced". For details, read about the nice command (through telnet, with "man nice"). The preferred value is 10 or greater.

7.2. This policy exists to protect the servers from abuse. However, it does still allow reasonable usage of cron, which is forbidden by most providers.

## 8. Traffic usage

### Monthly Traffic Usage on Web Hosting Starter & Business accounts

8.1. Every hosting account that Fox Consult offers has an allocated monthly traffic usage quota i.e. the Basic account has a monthly traffic quota of 4 000 MB, while the Master account has 15 000 MB of monthly traffic.

8.2. Below is a detailed table of Fox Consult's monthly traffic (data transfer) quotas for Web Hosting Accounts:

Hosting Accounts	Traffic Quota
Micro	5000 mb
Micro Pro	10 000 mb
Basic	20 000 mb
Standard	40 000 mb
Advanced	60 000 mb
Master	100 000 mb

8.3. Over-usage is monitored and automatically billed as per Fox Consult's price schedule for SA traffic over usage: Web hosting Home - R0.19/MB; Web hosting Business - R0.05/MB and German traffic over-usage - R1.50/GB

8.4. Where applicable, customers are sent notification emails from Fox Consult informing them of any domains that have exceeded the allocated traffic usage quota, providing an opportunity to upgrade to a higher account or transfer to one of our German servers in order to avoid unnecessary over-usage charges.

- 8.5. This policy is intended to regulate traffic consumption in order to ensure the financial viability of our business model. For most customers, traffic consumption costs are difficult to quantify and a cause for uncertainty. However, be assured that less than 1% of Fox Consult 's customers are consuming 20% of traffic and it is this customer segment that needs to account financially for "above norm" traffic consumption.
- 8.6. It remains the responsibility of our customers to monitor and request assistance from Fox Consult should your usage appear unusual. Fox Consult does not actively monitor individual accounts over and above the notifications provided within konsoleH, Fox Consult's control panel.

## 9. Server side processes

- 9.1. The installation or operation of any stand-alone, unattended server-side process (daemons) on Fox Consult servers, with the exception of cron jobs subject to their own policy, is forbidden, except by special arrangement. This specifically includes IRC bots or clients as well as any redirector programs. Use of such a process to accept network connections, for any purpose whatsoever, is expressly forbidden. Violation of this policy will result in immediate account termination without warning. This is not applicable to Fully Managed dedicated servers, providing that it does not interfere with Fox Consult's ability to manage the server on the customer's behalf.
- 9.2. This policy exists for several reasons:
- 9.2.1. To protect the CPU and memory resources available on each server.
  - 9.2.2. To protect and enhance system security by not allowing unapproved third-party programs to accept connections from the outside world.
  - 9.2.3. To allow us to be aware of any such programs, by requiring that special arrangements be made.

## 10. Security and cracking

- 10.1. Use of Fox Consult services to engage in any type of fraud, "cracking", malicious behavior, or harassment is expressly forbidden and may constitute a cyber crime under the Electronic Communications and Transactions Act 25 of 2002 (see ECT Act) of South and/or the Namibian equivalent law or act which renders you liable to a fine or imprisonment. Interference with the proper

operation of systems reachable via the Internet is forbidden. Compliance with the acceptable use policies of any network or system with which you connect through our service is required. Forging e-mail, Usenet postings, or other messages is forbidden. Trafficking in pirated software is forbidden. Port scanning or the use of similar tools is forbidden.

- 10.2. Use of Fox Consult services to publish or otherwise disseminate information about the availability of pirated software or other material that is being made available illegally, including the publication of a list of links to such material, regardless of disclaimers, is specifically forbidden. We do not condone or encourage any illegal material or behavior.
- 10.3. If inappropriate activity is detected, all accounts of the user in question will be deactivated until the investigation is complete. Prior notification to the user is not assured. In extreme cases, law enforcement will be contacted regarding the activity.
- 10.4. This policy simply requires that you use your accounts responsibly. Breaking into other systems, trying to break into ours, forging messages, swapping games with your friends - all of this is illegal and inappropriate for our userbase of Internet professionals.
- 10.5. Because of the potential legal and technical risks these activities can present to our service, we deactivate first, and ask questions later. This is necessary to protect our service for all customers.

## 11. Domain registrations

- 11.1. With regard to the support of domain names for "virtual hosting" and "parking", several points of policy apply:
  - 11.1.1. For all domains, the nameservers must be selected and approved by Fox Consult, including all secondaries. Secondary name service is not shared with a third party except by special pre-arrangement.
  - 11.1.2. Fox Consult reserves the right to refuse to host, register, or support domain names that it finds offensive or libelous. Judgement of what constitutes "offensive" or "libelous" shall be at the sole discretion of Fox Consult.

- 11.1.3. Fox Consult makes no attempt to exercise control over its customers' domains, and will not make modifications to administrative, billing, organization, or other associated records, without prior permission, except in cases of emergency or violation of this policy.
- 11.1.4. Registering any domain to our nameservers without the intent of paying our fees or the authoritative NIC's fees is expressly prohibited. Registering multiple domains with no intent of using those domains for service is forbidden. Anyone found to be "warehousing" domain names for resale or not in "good faith" will have their services terminated at our discretion, and we may contact the appropriate NIC and advise them of the situation.
- 11.1.5. The use of any domain name that is considered offensive, defamatory, libelous or violative of any local, state, federal or international law including any violation of intellectual property, copyright, trademark, trade secret, misappropriation and anti-dilution laws is strictly prohibited. It is the sole responsibility of the domain name owner to take all steps necessary to ensure that the domain name selected is not violative of any law or any other party's rights.
- 11.1.6. You agree to indemnify, defend and hold harmless Fox Consult from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting from your registration, acquisition or use of a domain name which damages either you, Fox Consult or any other party or parties, without limitation or exception.
- 11.1.7. Domain names that have been registered with Fox Consult as the Billing Contact and that have not been paid for within the period specified on the Fox Consult invoice will be deleted or reregistered into Fox Consult 's ownership.
- 11.2. We are strongly opposed to anyone collecting large numbers of domain names and selling them off. If you need to hold onto a couple of names for future projects, that's fine; if you are registering hundreds of names just because they're combinations of words, or because you think someone might want the names from you in the future, you'll have to find service elsewhere.
- 11.3. Accurate 'WHOIS' information: Domain owners or resellers acting on behalf of the domain owner have a responsibility to ensure that the WHOIS information is accurate at all times. Fox Consult will not accept liability for the failure of the domain owner or resellers acting on behalf of the domain owner to check their records. Failure to do so may result in the loss or deletion of your domain name.

## 12. Disk usage

12.1. Every hosting account that Fox Consult offers has an allocated disk space usage quota.

Disk usage quotas on Web Hosting accounts:

Hosting Accounts	Disak Usage Quota
Micro	50 mb
Micro Pro	150 mb
Basic	1000 mb
Standard	2000 mb
Advanced	3000 mb
Master	4000 mb

12.2. Where applicable, customers are sent monthly emails from Fox Consult notifying them of any domains that have exceeded the allocated disk space quota, providing an opportunity to reduce disk space or upgrade to a higher account in order to avoid unnecessary charges for over-usage.

12.3. An important note is that Fox Consult will round off over-usage to the nearest 10MB. For example, a Micro Pro account with a quota of 50MB is currently using 58MB of disk space, which is 8MB of over-usage. Fox Consult will not charge for this additional usage. However, should the customer increase usage to 61MB, Hetzner will round off over-usage and charge N\$ 5 for the extra 10MB block.

12.4. In order for Fox Consult to operate with greater efficiencies and for our customers to have the flexibility and control of actively managing their disk space, an automated system tracks, notifies and charges for over-usage.

12.5. Customers can regularly monitor their disk usage via `konsoleH` by clicking on 'Disk Usage' under Statistics & Reports, which will give customers a reading of the total size of the account together with a summary of individual folder sizes.