

Webabyte LLC Acceptable Usage Policy

Last Update: January 1st, 2023

Signed Official - Logan G.

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1) AUP:

You shall use Webabyte LLC's services only for lawful purposes. Transmission, storage, or presentation of any information, data, or material in violation of the laws of The United Kingdom or the United States is prohibited. This includes, but is not limited to: copyrighted material, material that is threatening or obscene, or material protected by trade secrets or other statutes. You agree to indemnify and hold harmless sitespace.io from any claims resulting from the use of the service which damages you or any other party.

Webabyte LLC reserves the right to terminate* Services for any customer or End User activity that exposes it to legal liability or endangers its ability to provide services to other customers. The contents, links, or actions on any Services listed below are a violation of this Agreement. This is not an exhaustive list, but is designed to assist you in evaluating whether Webabyte.com is the appropriate service provider for you:

- **Child Pornography - Hosting, Distributing, or Linking to Pornography Involving a Person Under Legal Age**
- **CPU/Memory/Resource Abuse - Consuming Excessive Amount of Server Resources Causing Server / Hardware / Network Performance Issues**
 - **DoS Source - Source of Denial of Service Attack**
 - **DoS Target - Target of Denial of Service Attack**
 - **Forgery - Faking an IP Address, Hostname, E-Mail Address, or Header**
 - **Fraud Site - Hosting or Linking to a Website Intended to Deceive the Public**
 - **HYIP - Hosting or Linking to a High Yield Investment Program Website**
- **Identity Theft - Hosting, Distributing, or Linking to Stolen Account Identification Information**
- **Infection - Hosting, Distributing, or Linking to Exploits, Trojans, Viruses, or Worms**
 - **IRC - Hosting Internet Relay Chat Server not authorized by A Small Orange**
 - **Mass Storage - Storing Mass Amounts of Backups, Archives, Videos, etc.**
 - **Phishing - Identity Theft by Email Under False Pretense**
 - **Proxy Site - Hosting of or linking to an Anonymous Proxy Server**
- **Spam Email - Unsolicited Commercial Email (UCE) or Unsolicited Bulk Email (UBE)**
 - **Spam List - Hosting, Distributing, or Linking to Email Address Lists for Spam**
 - **Spam Site - A Site Advertised by Spam Email or Spam Web**
 - **Spam Ware - Hosting, Distributing, or Linking to Software Designed for Spamming**
- **Spam Web - Unsolicited, Bulk, or Forged Site Advertisement in Web Logs, Forums, or Guestbooks**

- Spamhaus - Spam Causing Blacklisting of an IP at www.spamhaus.org for Malicious Activity
 - Terrorist Site - Hosting or Linking to a Site Advocating Terrorism
- Toolz - Hosting, Distributing, Linking to or Discussion of Tools or Instructional Material on Hacking/Cracking or Other Illegal Activity
 - Trademark - Hosting, Distributing, or Linking to Trademark Infringed Materials
 - Any other material Webabyte LLC staff judges to be threatening or obscene
- Repeated disrespectful attitude to any of our departments staff will result in immediate server termination and permanent ban without refund.

11) File hosting - P2P

We don't allow you to host files that aren't related to websites such as films , PC backups or Game maps.

12) Changes to the TOS

Webabyte LLC reserves the right to revise its policies at any time without notice.

13) Deposits

All deposits are kept as credit on your account and can only be used for paying or ordering sitespace.io services. No refunds are possible for such payments.

14) Payments

Bulk Virtual Private Servers Orders : Payments should be done when invoice is generated 7 days before the **due date**. If not paid the services will be terminated.

Regular Virtual Private Servers Orders : Payments should be made on time. If not paid the services will be terminated on the due date.

Clients with large orders must pay the invoices several days before the due date. If not paid the servers will be terminated.

Cloud Servers : Payments should be made on time. If not paid services will be terminated on day 1 after the due date.

If the client doesn't reply to our sales department email the server will be shut down on the due date and deleted shortly after.

Preapproved Payments. If you have set up a Recurring or Automatic Payment, or authorize a merchant or other third party to collect payments from your PayPal Account, you may be able to select a Preferred Funding Source for all future payments. We give no warranties that the payments are going to be completed this way. Clients must check their invoices and payments every month. If for any reason payments are not captured by our system until the due date (i.e. nonexisting paypal funds, paypal API error, etc) then the server is terminated.

**Transaction fees will be taken for server upgrade.
When service is terminated/canceled Paypal subscribers should manually cancel their
subscription within their paypal account.**

14) Client proof of ID

**We may ask for proof of ID and purpose of usage for all clients that order more than one
service. If the client account was terminated because he/she didn't respect TOS, the
account will be blocked until the due date and he/she must provide us proof of personal
ID from the paypal account he/she used to pay us, only then he/she can order a new
product.**

15) Bulk Orders

**Bulk orders deploy time is a minimum of 2 days.
Limited Special Offers are not the subject of bulk orders.**

16) Account Abuse/ Hijacking

**Due to late attacks in the web hosting industry resulting in accounts hijacking and server
abuse, all clients that do not respond to our sales/technical department in 3 consecutive
days their services will be locked out for 2 hours then terminated without refund.**

17) IP Justification

All users asking for extra IPs will fill IP justification contact form fields.

18) SMTP ports

**SMTP ports are closed by default on all VPSs; this is our way of avoiding spamming. If
you think you are going to use the server for normal usages and emails please contact
us to open the SMTP ports.**

19) FraudRecord

**Any registered user present on the FraudRecord.com database will have the account
terminated with no refund. Any user sending SPAM will be reported to all fraud record
databases and have his account terminated with no refund.**

20) Deploy

Server deploy will occur on the location selected by the client though if there is no stock the server will be deployed on the closest available location. Limited Special Offers are not the subject of current server upgrade.

21) Service Upgrade/Downgrade

Only three (3) custom upgrade/downgrade services are free of charge.

22) Service Cancellation

Active servers will only be canceled on request. PayPal automatic payment cancellation should be made by the client from their paypal account.

23) Limited Offers

Limited Offers are the subject of BETA testing servers. By ordering BETA testing servers you will have the benefit of lower recurring lifetime price for powerful servers, the downside of it is that being a BETA server you are a BETA tester exposed to system crash, etc. We strongly advise to take self made backups often for such offers.