

ACCEPTABLE USE POLICY

The Acceptable Use Policy (AUP) sets out the rules and guidelines for using our Services. You agree that you and your End users will use the Services in full compliance with our Terms of Service (TOS) and the AUP.

By using any service provided by us you agree that:

- You will not violate any applicable laws, regulations, ordinances, rules or any requirements of any applicable national or local authority/regulator;
- You will not transmit any unsolicited commercial or bulk email. You will not engage in any spamming or Mail Bombing activities;
- All your outgoing email messages containing advertising will include an automated opt out;
- You will not make any inappropriate communication to any Newsgroup, Mailing List, Chat Facility, or another Internet Forum;
- You will not make, attempt or allow any unauthorized access to our and/or third-party website(s), server(s), or hosting accounts and/or services;
- You will not allow any remote code execution of malicious software;
- You will not cause denial of service attacks, port scans or other endangering and invasive procedures against our servers and facilities or the servers and facilities of other network hosts or Internet users;
- You will not forge the signature or other identifying mark or code of any other person or engage in any activity (including "spoofing") to attempt to deceive other persons regarding the true identity of the User (excluding the use of anonymous remailers or Internet nicknames);
- You will not display, store, distribute or otherwise make available any content or material that you are not authorized to, whether because prohibited by law, agreement or other reason. This includes but is not limited to copyrighted music, video, photos, designs, files, copyrighted software, personally identifiable or protected confidential information, trade secrets, etc.;
- You will not impersonate any person or entity;
- You may host websites related to high-risk activities where the interruption or malfunction of the Services could lead to serious consequences, including but not limited to personal injury, death, environmental damage, etc. only after receipt of our explicit consent. For such websites, you must receive confirmation from us that you can use the Services before submitting your Order. Examples of high risk activities include but are not limited to nuclear facilities, air traffic control, life and health support, etc.
- You will not harm or seek to harm minors in any way;
- You will not host or operate an audio and/or video streaming service;

- You will not host websites that make use of cryptopools/contain mining scripts, promote cryptocurrency money-making schemes, are crypto exchange and crypto airdrop sites;
- You will not host any website, content, links or advertisements of websites that:
 - infringe any copyright, trademark, patent, trade secret, or other proprietary rights of any party;
 - profess hatred for particular social, ethnical, religious or other group;
 - contain viruses, Trojan horses, worms, time bombs, ransomware, spyware, adware, scareware, corrupted files, or any other malicious software or programs that may interrupt, limit the functionality or destroy any software, hardware or equipment;
 - contain Illegal or Hacking/Phreaking Software (Warez);
 - contain any software that is copyrighted and not freely available for distribution without cost. This includes, but is not limited to ROMs, ROM Emulators and Mpeg Layer 3 files (MP3);
 - contain any kind of proxy server or other traffic relaying programs;
 - promote Money Making Schemes, Multi-level Marketing or similar activities;
 - are used to operate and contain peer-to-peer network systems and file sharing systems;
 - are obscene, unlawfully harassing, or connected with child abuse or sex-related merchandising;
 - contain personal data, private information, images, photos, videos and any other identifying information or material of any third party, including children without their consent (or a parent's consent in the case of a minor);
 - advertise, encourage or give any kind of support to the use and/or sale of drugs and any related substances without permission by the government or other authority;
 - contain any data, material that is unlawful, abusive, threatening, harassing, or defamatory;
 - contain fake news, misleading, untruthful or inaccurate information;
 - promote, encourage or give any kind of support to violence and terrorism.

Examples of unacceptable content, data, materials, websites on all our servers include but are not limited to:

IRC Bots, Proxy Scripts, Warez, image, filedump, mirror, or banner-ad services (similar to rapidshare, photobucket, or commercial banner ad rotation), topsites, commercial audio streaming, Escrow, High-Yield Interest Programs (HYIP) or related sites, Investment sites, sale of any controlled substances without providing proof of appropriate permit(s) in advance, AutoSurf sites, Bank Debentures, Bank Debenture Trading Programs, Prime Banks Programs,, muds / rpg's, hate sites, hacking focused sites/archives/ programs, or sites promoting illegal activities, IP Scanners, Brute Force Programs, Mail Bombers and Spam Scripts. Forum sites and or any other websites that distribute or link to warez content are strictly prohibited as well.

Any material that in our reasonable opinion is either obscene or threatening is strictly prohibited and will be removed from our servers.

By using our Services, you also agree not to engage in or to instigate actions that cause harm to us, other our customers or any third party. Such actions include, but are not limited to, actions resulting in blacklisting any our IPs by any online spam or IP reputation database, actions resulting in DOS attacks for any our server, etc.

You are solely responsible for ensuring that all programs and scripts installed or used on the Services are secure and the permissions of directories and files are set properly. We recommend that you set the permissions on all directories and files to be as restrictive as possible. You are solely responsible for any actions and activity while using the Services, including any compromise of login credentials.

You agree to keep all your login credentials secure at any time. We reserve the right to carry out audits to determine the security level of login credentials. In the event that we determine your login credentials have been compromised (e.g. were brute-forced, hijacked, stolen, etc.) and are being used or were used for uploading, maintaining, running unacceptable content, data materials or websites, we may suspend access to the compromised Service (including but not limited to Customer Account, hosting service, user accounts, website, FTP service, Email service). We may notify you if such actions are taken against your hosting account.

We shall not provide legal advice referring to compliance of content and materials uploaded on or transmitted through our Services. You shall be solely responsible for verifying whether your content and materials comply with any applicable law, including laws in jurisdictions where your content and/or materials are uploaded, hosted or accessed. We shall not bear any liability if your use of the Services violates any law or regulation.

If your use of the Services results in violation the AUP, we may take immediate corrective action without prior warning, including deletion of content or Service suspension. Repeated violations of the AUP will result in termination of the Terms with no refund. We shall not be liable for any loss or damage arising from our measures taken against actions causing harm to us, other our customers or any third party.

We reserve the right to terminate the Terms for Services suspended for violation of the AUP or the TOS with no refund.

Any violation of our AUP should be reported to us at support@blazingcdn.com.

This AUP is an integral part of our Terms of Service (TOS). For all issues related to the use of the services not settled by the AUP, the provisions of the TOS shall apply.

Non-waiver clause

A waiver or delay in the implementation or enforcement of this Policy should not be considered as a waiver of the Policy or any other right or method of protecting the right. If any provision hereof is considered unenforceable due to the law or changes in the law, such a provision should be excluded, and other provisions hereof remain in force.

Misused Resources

From the moment you are notified on the misused resource (for example, open and unrestricted loading or downloading), you shall immediately take all necessary measures to stop such misuse and to avoid further misuse of such resource. Any misuse of the open resource appearing after you receive such notice is considered a violation of this Policy and the corresponding law may apply to you.

Right enforcement

We may immediately suspend and/or terminate the Services due to violation of any provision hereof from the moment of our oral or written notice. Prior to the suspension or termination of the Services, we may, along with you, try to eliminate incidents of violation hereof and make sure that such violation does not recur; however, upon notice, at our sole discretion, we reserve the right to suspend or terminate the Service in the future.

Confidentiality, privacy and control

We do not guarantee confidentiality or secrecy of any information transmitted or stored within the Services, and we do not guarantee that any other person or group of users will be included or excluded from the Services. In addition, we may periodically monitor transfers within the Services to perform technical support, quality control or any other purposes permitted under applicable law, even if we are not required to do so.

If you still have questions

If you are not sure whether the intended use or action is permitted, contact us by e-mail to support@blazingcdn.com.