



## ANTI-SPAM POLICY (A-SP)

This **Anti-Spam Policy** (hereinafter referred to as "A-SP"), has been developed to help our Customers understand their responsibilities and acceptable conditions under which our Customers will use STRATEGICWEBS' Web Hosting Services. It explains our policies regarding activities that may be harmful to our USERS or compromise the efficiency of our systems.

STRATEGICWEBS maintains a zero tolerance policy for use of its network or services in any manner associated with the transmission, distribution or delivery of any bulk e-mail, including unsolicited bulk or unsolicited commercial e-mail, or the sending, assisting, or commissioning the transmission of commercial e-mail that does not comply with the U.S. CAN-SPAM Act of 2003 ("SPAM").

It is your obligation to ensure that e-mail sent by you, or on your behalf, does not violate this law. We assume SPAM complaints are valid unless we are provided with credible information to the contrary. To avoid action under our AUP, please familiarize yourself with the CAN-SPAM Act by following this link:

<http://www.ftc.gov/bcp/online/pubs/buspubs/canspam.htm>

**1** You may not use any of our services or network to send SPAM. In addition, e-mail sent, or caused to be sent, to or through our network or services may not:

- 1.1** Use or contain invalid or forged headers
- 1.2** Use or contain invalid or non-existent domain names
- 1.3** Employ any technique to otherwise misrepresent, hide or obscure any information in identifying the point of origin or the transmission path
- 1.4** Use other means of deceptive addressing
- 1.5** Use a third party's Internet domain name, or be relayed from or through a third party's equipment, without permission of the third party
- 1.6** Contain false or misleading information in the subject line or otherwise contain false or misleading content
- 1.7** Fail to comply with additional technical standards described below
- 1.8** Otherwise violate STRATEGICWEBS' Web Hosting "Terms of Service" Agreement, Acceptable Use Policy and other Terms of Service

**2** STRATEGICWEBS does not authorize the harvesting, mining or collection of e-mail addresses or other information from or through its network. STRATEGICWEBS does not permit or authorize others to use its network or services to collect, compile or obtain any information about its Users or subscribers, including but not limited to subscriber e-mail addresses, which are STRATEGICWEBS' confidential and proprietary information. Use of our network or services is also subject to our Web Hosting "Terms of Service" Agreement, Acceptable Use Policy and other Terms of Service.

**3** STRATEGICWEBS does not permit or authorize any attempt to use its network or services in a manner that could damage, disable, overburden or impair any aspect of any of our services, or that could interfere with any other party's use and enjoyment of any STRATEGICWEBS product or service.

**4** We monitor for SPAM all traffic to and from our servers. Customers suspected of using STRATEGICWEBS' products and services for the purpose of sending SPAM will be investigated. We assume SPAM complaints are valid unless we are provided with credible information to the contrary. It is STRATEGICWEBS' policy to immediately suspend, terminate and/or cancel any offending website or account sending SPAM.



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- 5** Users may be asked to produce records that verify that explicit affirmative permission was obtained from a recipient before a mailing was sent. STRATEGICWEBS may consider the lack of such proof of explicit affirmative permission of a questionable mailing.
- 6** Users are prohibited from maintaining open mail relays on their servers. Ignorance of the presence or operation of an open mail relay is not and will not be considered an acceptable excuse for its (the open mail relay) operation.
- 7** Users are prohibited from providing services for websites that have been included in SPAM, including, but not limited to hosting website(s), or providing DNS services or website redirect services.
- 8** It is a violation of this Policy to commission a third party to send e-mail that is in violation of this policy or of applicable law, even if that third-party does not use STRATEGICWEBS' systems, networks or resources. E-mail not in compliance with this policy - regardless of source - which contains any reference to a website hosted by STRATEGICWEBS or contains any reference or link to a network or system of STRATEGICWEBS is prohibited.
- 9** If STRATEGICWEBS believes that unauthorized or improper use is being made of our network, or any product or service, it may, without notice, take such action as it, in its sole discretion, deems appropriate, including blocking messages from a particular internet domain, mail server or IP address. STRATEGICWEBS may immediately suspend, terminate and/or cancel any account on any product or service which it determines, in its sole discretion, is transmitting or is otherwise connected with any e-mail that violates this policy.
- 10** STRATEGICWEBS reserves the right to suspend, terminate and/or cancel permanently any and all services provided to a User without any notification. In addition to any and all other rights hereunder or otherwise, if a Customer is in violation of any term or condition of this SPAM Policy, the Acceptable Use Policy, Web Hosting "Terms of Service" Agreement or uses of our services to disrupt or, in STRATEGICWEBS' sole judgment, which could disrupt STRATEGICWEBS' business operations, STRATEGICWEBS reserves the right to charge such Customer an administrative fee equal to \$100.00 per each piece of SPAM sent.
- 11** To report an incidence of SPAM, please send an e-mail to [abuse@StrategicWebs.net](mailto:abuse@StrategicWebs.net).
- 12** Nothing in this policy is intended to grant any right to transmit or send e-mail to, or through, our network or services. Failure to enforce this policy in every instance does not amount to a waiver of STRATEGICWEBS' rights.
- 13** STRATEGICWEBS maintains computer equipment in several states, and unauthorized use of our network will lead to use of equipment in such states. Unauthorized use of our network in connection with the transmission of unsolicited e-mail, including the transmission of e-mail in violation of this policy, may result in civil and criminal penalties against the sender and those assisting the sender, including those provided by the Computer Fraud and Abuse Act (18 U.S.C. §1030, et seq.) and other state and federal laws.
- 14** This "A-SP" may be revised by STRATEGICWEBS at any time without notice to USERS by posting the new "A-SP" on the STRATEGICWEBS website(s). This "A-SP", is effective upon commencement of any Services provided to our USERS by STRATEGICWEBS or upon updates to the "A-SP" being posted on STRATEGICWEBS' website(s). It shall be USER's obligation to check the STRATEGICWEBS website(s) regularly for updates to this policy.

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