

This AUP as well as the Master Service Agreement govern how (Webdukes Technologies Pvt. Ltd.) Webdukes Technologies services are used. Your service may be suspended or terminated if you violate this AUP. If there is a disagreement between you and Webdukes on how to interpret this AUP, Webdukes interpretation—as determined by its reasonable business judgment—shall take precedence. Please send an email to support@webdukes.com at Webdukes if you have any questions about this AUP.

Resource Usage:

Webdukes's Customers may not initiate the following practices. Webdukes reserves the right to suspend or terminate accounts found in violation of these items with or without prior notice given and without liability.

Webdukes reserves the right to determine what constitutes resource abuse and take the appropriate action. In specific, you may not:

Use twenty-five percent (30%) or more of our system resources for longer than ninety (90) seconds in any consecutive 3 hour period. Activities that could cause this excessive use, include but are not limited to: CGI scripts, FTP, PHP, HTTP, etc.

Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.

Run any type of web spider or indexer (including Google Cash / AdSpy) on shared hosting servers.

Run any software that interfaces with an IRC (Internet Relay Chat) network.

Run any bit torrent application, tracker, or client. You may link to legal torrents off-site, but may not host a web page or store them on our shared servers.

Participate in any file-sharing/peer-to-peer activities

Run any gaming servers such as counter-strike, half-life, battlefield1942, etc.

Run cron entries with intervals of less than fifteen (15) minutes.

Run any MySQL queries longer than fifteen (15) seconds. MySQL tables should be indexed appropriately.

Include the URL when using PHP include functions for including a local file. Instead of including 'http://yourdomain.com/include.php', use 'include.php' or '/home/username/public_html/include.php'.

Force html to handle server-side code (like php and shtml) to help reduce usage.

Use https protocol unless it is necessary; encrypting and decrypting communications is noticeably more CPU-intensive than unencrypted communications.

Network Abuse:

Webdukes does not allow, condone or authorize any forms of Network Abuse including but not limited to Denial of Service attacks, Phishing attempts, port scans, SYN Floods etc.

Webdukes reserves full right to determine what constitutes Network Abuse and take the appropriate action against the Customer with or without prior notification and without liability.

You may not engage in illegal, abusive, or irresponsible behaviour, including but not limited to:

Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures (including those belonging to Webdukes and its customers) without express authorization of the owner of the system or network;

Monitoring data or traffic on any network or system without the authorization of the owner of the system or network;

Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;

Use of an Internet account or computer without the owner's authorization, including, but not limited to Internet scanning (tricking other people into releasing their passwords), password robbery, security hole scanning, and port scanning;

Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting;

Any conduct that is likely to result in retaliation against the Webdukes network.

Use of Webdukes's network in a way that unreasonably interferes with Webdukes's other customers use of the network.

IP Addresses

Prohibited Uses:

Threatening Material or Content

The Services shall not be used to host, post, transmit or retransmit any content or material that harasses others or threatens the health or safety of others. In addition, Webdukes reserves the right to decline to provide Services if the content of then Customer is determined by Webdukes to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

Infringement of Intellectual Property Rights

Use of the Services to infringe upon another party's intellectual property rights is prohibited. This includes, but is not limited to, the unauthorized copying or distribution of movies, music, books, photographs, software/warez, or any other copyrighted work. Selling or offering to sell any counterfeit merchandise will result in the immediate termination of your account. Any account found to be infringing on the intellectual property rights of others will be expeditiously removed or access to the material will be disabled. Any account found to be in repeated violation of this prohibition will be suspended or terminated.

Note: Webdukes will terminate the service of Customers with repeated copyright infringements on all our hosting services including VPS, Cloud, Dedicated and Shared or other form of services.

Using a shared account as a backup/storage device

You may not use a shared hosting account as a backup/storage device. Please do not take backups of your backups.

In General, you may not publish or transmit via Webdukes's service any content that Webdukes reasonably believes:

belongs to another person and to which the user does not have any right to;

is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;

harm minors in any way;

infringes any patent, trademark, copyright or other proprietary rights;

violates any law for the time being in force;

deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

impersonate another person;

contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

constitutes pornography in any form;

is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;

is defamatory or violates a person's privacy;

creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with investigation by law enforcement;

improperly exposes trade secrets or other confidential or proprietary information of another person;

terrorist websites or other sites advocating human violence and hate crimes based upon religion, ethnicity or country of origin

unlawful plans or schemes or linking to and or advertising such plans or schemes.

promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking;

is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to Webdukes;

is otherwise malicious, fraudulent, or may result in retaliation against Webdukes by offended viewers; or

Vexation & Harassment.

Webdukes does not tolerate any harassment, malice or abuse towards employees. Any form of harassment, cursing, threats, or ill will directed towards Webdukes staff or authorized agents shall not be tolerated.

The Customer agrees to conduct themselves in a professional manner regardless of the method of communication with Webdukes. Should the Customer be found in violation of this clause Webdukes reserves the right to suspend or terminate services with or without prior notice and without liability.

Unaccepted Materials:

Unacceptable material on our servers include without limitation:

Topsites

IRC Scripts/Bots

IRCD (irc servers)

Proxy Scripts/Anonymizers

Image Hosting Scripts (similar to Photobucket or Tinypic)

AutoSurf/PTC/PTS/PPC sites

IP Scanners

Bruteforce Programs/Scripts/Applications

Mail Bombers/Spam Scripts

Banner-Ad services (commercial banner ad rotation)

File Dump/Mirror Scripts (similar to rapidshare)

Commercial Audio Streaming (more than one or two streams)

Escrow/Bank Debentures

High-Yield Interest Programs (HYIP) or Related Sites

Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme)

Sale or distribution of any controlled substance without prior proof of appropriate permit(s)

Prime Banks Programs

Lottery/Gambling Sites

MUDs/RPGs/PBBGs

Hacker focused sites/archives/programs

Sites promoting illegal activities

Forums and/or websites that distribute or link to warez/pirated/illegal content

Bank Debentures/Bank Debenture Trading Programs

Fraudulent Sites (Including, but not limited to sites listed at aa419.org & escrow-fraud.com)

Mailer Pro

Push button mail scripts

Broadcast or Streaming of Live Sporting Events (UFC, NASCAR, FIFA, NFL, MLB, NBA, WWE, WWF, etc)

Tell A Friend Scripts

Anonymous or Bulk SMS Gateways

Bitcoin Miners

PayDay Loan Sites (including any site related to PayDay loans, PayDay loan affiliate programs, etc)

Content "published or transmitted" via Webdukes's service includes Web content, e-mail, bulletin board postings, chat, and any other type of posting or transmission that relies on any service provided by Webdukes.

* Webdukes can terminate service for any of the above reasons and it's at Webdukes sole discretion to issue a refund !

Security:

Unacceptable material on our servers include without limitation:

You must protect the confidentiality of your password, and you should change your password periodically.

You must update the programming scripts / CMS like WordPress deployed at all times.

You should report to Webdukes as to any suspicious activity in your account, including any hacking attempts made.

You must also take reasonable security precautions at your end locally, including installation of proper antivirus in your local PC.

Bulk Commercial E-Mail:

Any kind of bulk emailing is strictly prohibited with shared hosting accounts. With Cloud or Dedicated server you must obtain Webdukes's advance approval for any bulk commercial e-mail, which will not be given unless you are able to demonstrate all of the following to Webdukes's reasonable satisfaction:

All Bulk Emailing must be limited to send no more than 200 emails per hour.

Your intended recipients have given their consent to receive e-mail via some affirmative means, such as an opt-in procedure;

Your procedures for soliciting consent include reasonable means to ensure that the person giving consent is the owner of the e-mail address for which the consent is given;

You retain evidence of the recipient's consent in a form that may be promptly produced on request, and you honor recipient's and Webdukes's requests to produce consent evidence within 72 hours of receipt of the request.

You have procedures in place that allow a recipient to easily revoke their consent – such as a link in the body of the e-mail, or instructions to reply with the word “Remove” in the subject line. Revocations of consent are honored within 72 hours, and you notify recipients that their revocation of their consent will be honored in 72 hours;

You must have a Privacy Policy posted for each domain associated with the mailing;

You have the means to track anonymous complaints;

You may not obscure the source of your e-mail in any manner. Your e-mail must include the recipient's email address in the body of the message or in the “TO” line of the e-mail; and You otherwise comply with the CAN SPAM Act and other applicable law.

These policies apply to messages sent using your Webdukes service, or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site hosted via your Webdukes service. In addition, you may not use a third party email service that does not practice similar procedures for all its customers.

Webdukes may test and otherwise monitor your compliance with its requirements, including requesting opt-in information from a random sample of your list at any time.

Unsolicited E-Mail:

You may not send any unsolicited e-mail, either in bulk or individually, to any person who has indicated that they do not wish to receive it.

We take a zero tolerance stance against the sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists," purchased lists, and selling of lists will be treated as spam. We may terminate the account of any User who sends out spam with or without notice.

Websites advertised via spam (Spamadvertised) may not be hosted on our servers. This provision includes, but is not limited to, spam sent via fax, phone, postal mail, email, instant messaging, or usenet/newsgroups. No organization or entity listed in the "ROKSO" may be hosted on our servers. Any User account which results in our IP space being blacklisted will be immediately suspended and/or terminated.

Webdukes reserves the right to require changes or disable as necessary, any website, account, database, or other component that does not comply with our policies, or to make any such modifications in an emergency that we deem necessary at our sole discretion.

Webdukes reserves the right to charge the holder of the account used to send any unsolicited e-mail a cleanup fee or any charges incurred for blacklist removal at our sole discretion.

You must comply with the rules of any other network you access or participate in using your Webdukes's services.

Abuse Tickets:

Webdukes standard policy is to contact the Customer during which a violation of the AUP or other Agreement has occurred, however, Webdukes does reserve the right to suspend or terminate an account with or without notice at it's own discretion. The Customer agrees to maintain up to date primary contact email information with Webdukes. The violation shall be listed in the Subject of the email sent from our abuse department Abuse Email ID. The Customer shall be given all appropriate details of the Violation as well as a time frame to correct the issue before action shall be taken. Once the email has been sent to the Customer, Webdukes will consider that the Customer has been notified. Webdukes reserves the right to use discretion on the amount of time given for a customer to correct the issue before action is taken.

Webdukes accepts reports of alleged violations of the acceptable use policy via email sent to Webdukes Support Email ID. This e-mail address is being protected from spambots, you need JavaScript enabled to view it Reports of alleged violations must be verified and include name, contact information, IP address, and description of the violation. Webdukes owes no duty to third parties reporting alleged violations due to lack of privity in contract law. Webdukes will review all verified third party reports and will take appropriate actions as described within the acceptable use policies.

Disclosure to Law Enforcement:

Occasionally, Webdukes is required by law to submit customer information to law enforcement officials when presented with a valid subpoena with proper jurisdiction. Information requested is disclosed as directed pursuant to the subpoena. Webdukes utilizes great care in keeping customer information safe and private and will only release information described in the subpoena. Webdukes will notify customer of the information request as allowed by the subpoena.

Materials and Products

Webdukes will exercise no control whatsoever over the content of the information passing through the network or on the Customer's websites,

Use of any information obtained by way of Webdukes is at the Customer's own risk, and we specifically deny any responsibility for the accuracy or quality of information obtained through our services.

Connection speed represents the speed of connection to Webdukes and does not represent guarantees of available end to end bandwidth. Webdukes can only guarantee within its controlled network, availability of bandwidth to Customer's subscribed Committed Information Rate".

Undertaking of the Customer

In short, the Customer agrees and undertakes that:

Any attempt to undermine or cause harm to any of the equipments, materials etc. of Webdukes is strictly prohibited.

In case of abuse of the resources including equipments, materials, network etc. of Webdukes, in any way, Webdukes reserves the unqualified right to immediately deactivate the Services, without refund.

Denial of Service (DOS) attacks directed at Webdukes, or any attempt to launch a DOS attack from Webdukes servers are strictly prohibited. All infractions and or suspected infractions will be vigorously investigated and may result in immediate termination of Services.

It shall ensure that its representatives and employees behave with courtesy and politeness towards employees or representatives of Webdukes and do not indulge in disorderly, riotous or unwelcome behavior at the Webdukes's premises.

Customer shall not violate systems or network security measures instituted by Webdukes and any such violation may incur criminal or civil liability.

Compliance with the Law of the Land, especially Information Technology Act 2000 and rules thereunder.

To Read Unlimited Hosting Policy

CPU Usage Policy

Shared Servers:

The maximum limit of CPU usage with Webdukes is 15%. If this limit is exceeded, it shouldn't exceed more than 90 seconds. This limit is highly unlikely for a regular website to exceed although in rare cases a script intensive site will take up more than 15% of the CPU usage.

Tricks to lessen the CPU usage

Reduce your number of banners and ads from other sites.

Avoid using too many scripts, and do not force html to handle server-side code (like php and shtml).

Avoid using https protocol as much as possible; encrypting and decrypting communications is noticeably more CPU-intensive than unencrypted communications.

Flash, video, audio, and image files are downloaded to the browser. This uses bandwidth only.

Reseller Servers:

Reseller servers also have the same limits as our Shared servers, although this limit is per cPanel and not the entire reseller package. If you do have multiple cPanel accounts responsible for server problems then we will suspend the account without any intimation.

Email Usage Policy

Webdukes has a limit of 100 outgoing emails per hour per domain. This limit is applicable to Mailman also. If you break this limit and send emails they will bounce back with an undeliverable error.

If this happens it will take at least an hour before you can start sending emails. We suggest you wait for 1 hour when the emails bounce back before sending them again.

For per user connected to an IP address our server has a limit of 30 POP3/IMAP checks. If you exceed this limit, it is more than likely that you will receive a wrong password error message or an error stating "Login incorrect". Wait for an hour if you receive this error as it will unblock automatically. If the problem persists please make sure to disable auto check or set the limit to a higher value such as once every 10 minutes.