

Acceptable Use Policy (AUP)

Dusk Hosting LLC

Introduction

This Acceptable Use Policy ("Policy") outlines prohibited activities and usage of services provided by Dusk Hosting LLC ("we," "us," or "our"). All customers ("you" or "your") must comply with this Policy to ensure the safety, security, and integrity of our services.

By using our services, you agree to adhere to this Policy. Violation of this Policy may result in immediate action, including suspension or termination of your account, as defined below.

Prohibited Usage

You may not use our services for any illegal, harmful, or abusive purposes, including but not limited to the following:

1. Illegal Activities

- Any activity that violates any applicable laws, regulations, or treaties of the jurisdictions in which you reside, and any activity that violates and applicable laws, regulations, and treaties of the State of Colorado or the United States of America.
- Hosting, storing, or transmitting content that infringes on intellectual property rights, privacy rights, or any other legal rights of individuals or entities.

2. Offensive and Harmful Content

- Publishing, transmitting, or storing content that is unlawful, defamatory, harassing, abusive, threatening, or hateful.
- Using our services to facilitate or engage in fraud, scams, or deceptive practices.

3. Prohibited Content

Sexual or Pornographic Material:

- Hosting, storing, or linking to any sexual or pornographic content, including explicit images, videos, or other materials of a sexual nature.
- Promoting, linking to, or distributing materials or websites containing sexual or pornographic content.

Indecent Content:

- Hosting, storing, or linking to content that includes excessive violence, gore, or other graphic material that is offensive or disturbing.
- Content glorifying or promoting harm to individuals, animals, or groups, including but not limited to graphic depictions of injury, torture, or cruelty.
- Materials that incite or promote hate, violence, or extremism.

Furry-Related Content:

- Hosting, storing, or distributing content or media related to the "furry" community, including but not limited to anthropomorphic animal characters, forums, and media.
- Promoting, linking to, or distributing materials or websites containing content primarily focused around anthropomorphic animal characters, forums, and media.

4. Security Violations

- Engaging in any activity that disrupts or compromises the security, stability, or functionality of our services, networks, or other users.
- Engaging in any activity that disrupts or compromises the security, stability, or functionality of external services, networks, or their users.
- Attempting unauthorized access to accounts, servers, or networks.

5. Spamming and Misuse

- Sending unsolicited bulk emails or messages.
- Using services for phishing, spamming, or distributing malware or viruses.

Additional Information

1. Late/Non-Payment

Late Payment

- A payment is considered Late if it is not received by the due date or within the timeframe specified in the Customer's signed Service Contract.
- A 30-day grace period will be provided for late payments, during which the Customer's services will remain active.
- If payment is not received within the grace period, the service will be suspended in accordance with the Service Suspension Guidelines.
- Suspended services will remain inaccessible until full payment, including any applicable fees, is received.

Non-Payment

- A payment is considered Non-Payment if no payment is received for more than 60 days after the due date.
- Non-payment may result in the termination of services, including the permanent deletion of data as outlined in the “Account Termination” Section below.
- Dusk Hosting LLC reserves the right to take additional steps to recover unpaid balances, including legal action or engaging collections services.

2. Disk Usage & Bandwidth

- Each service plan comes with a specified amount of monthly bandwidth usage, as outlined in the customer's selected service package in their Service Agreement. Bandwidth is the data transfer allowance between the customer's website and the internet.
- Bandwidth & Disk Space is measured per month.
- Exceeding bandwidth or Disk Space limits may result in Account Suspension until the beginning of the next month or billing cycle.

Account Suspension vs. Account Termination

Account Suspension

- **Definition:** A temporary disabling of services. While suspended, your account and services will be inaccessible, but data will remain physically stored on our servers.
- **Duration:** Suspensions may be lifted upon resolution of the issue or compliance with this Policy.
- **Purpose:** Allows for the possibility of reinstating access if violations are corrected.

Account Termination

- **Definition:** A permanent discontinuation of services. Upon termination, all data associated with your account will be permanently deleted, except where retention is required by law.
- **Effect:** No recovery of data or services will be possible.

Enforcement

- **Monitoring:** We reserve the right to monitor activity on our network to ensure compliance with this Policy.
- **Reporting Violations:** Suspected violations can be reported to abuse@duskhosting.net.

- **Action:** Violations may result in warnings, account suspension, or immediate termination, depending on the severity of the offense.

Amendments

We may update this Policy at any time, and changes will take effect upon posting to our website under the Acceptable Use Policy link. Continued use of our services constitutes acceptance of the updated Policy.

Last Updated: May 11th, 2025

Customer Name: _____

Company Name (or N/A): _____

Customer Signature: _____

Date: _____