

**Boring Administrative Crap Nobody Reads**  
(a/k/a the redpin.com terms of service and acceptable use policy)

Revised 12/03/2010, v. 2.3

## **General Legal Crap**

By using or employing our services, you explicitly agree to comply in whole with our terms and policies as set forth herein.

## **Liability**

Redpin.com is explicitly not liable in any way for the content posted, opinions expressed, or actions of or by the users of our services, nor does redpin.com endorse or approve any such content or actions. All services are provided to customers "as is", and no guarantee is made or expressed as to the fitness, applicability, or suitability of any service or part thereof for any specific use or application. Redpin, it's owners and operators, are explicitly and expressly not liable in any way, shape, or form for real, perceived, incidental, or imaginary losses suffered, incurred, or made up as a result of incompatibility, unavailability, underperformance, astrological disharmony, or your failure to correctly understand the services provided.

## **Location**

Redpin is operated from Saint Paul, Minnesota, in the United States of America, and operates servers in several U.S. states, including California, Georgia, and Missouri. Unless otherwise specified, it is agreed and understood that all services, contracts, custom, and terms are subject to the applicable laws of the City of Saint Paul, Ramsey County, the State of Minnesota, and/or the United States of America.

## **Interpretation**

The provisions of this Policy are intended as guidelines and are not meant to be exhaustive. Generally, conduct that violates Federal, State, or local law regulation, in Minnesota or the location of the server or servers used, or the accepted norms of the Internet community, whether or not expressly mentioned in this Policy, is prohibited. Redpin.com reserves the right at all times to prohibit activities that damage its commercial reputation and goodwill. Failure to explicitly approve an activity, action, or behaviour does not imply permission for or approval thereof. We will be the sole arbiters as to what constitutes a violation of any of these provisions.

## **Modification**

Redpin.com reserves the right to add, delete, amend, change, alter, or modify any provision of this Policy at any time without notice.

## **Reporting Network Abuse, How to**

Any party seeking to report any violations, real or imagined, Redpin.com's policies should contact us via telephone at (+1) 651-771-3588 **AND** the RFC-standard "abuse" role email address. Please provide as much information as possible, including all email headers, if applicable. For ease of use, if sending log files, firewall files, email headers, USENET postings, or other computer-generated information, please ensure that all such files are in plain-text format with sensible line wrapping, and please note the time zone of the computer generating the records if not in GMT/UTC.

## **Acceptable Content and Usage Policies: The Short Version**

*Don't be a fucking dumbass, and we'll get along fine.*

## (un-)Acceptable Content and Usage Policies: The Long Version

### Illegality in any form

This includes and is not limited to unauthorized distribution or copying of copyrighted material, violation of U.S. export restrictions, harassment, fraud, drug dealing, child pornography distribution, and other illegal activities. Any of the above will not be tolerated and will result in account suspension or deletion without notice.

### Provision of services to others through your hosting account.

This includes but is not limited to; provision of email addresses, webhosting, or storage space to people outside your organization or company, or to the general public. Unauthorized resale or use of Redpin.com features and/or services will not be tolerated. Free services (image, web, or banner hosting, email accounts, et cetera) are prohibited.

### Unacceptable Content Types

MP3, Mpeg, Avi, and any streaming media are not allowed for storage on or distribution through Redpin.com services or servers without prior notice. Bittorrent and similar peer-to-peer applications are prohibited. BNCs and all other IRC-related applications are prohibited. Rapidleech and similar scripts are prohibited. Open public proxies are prohibited. Content advocating, urging, glorifying, or otherwise promoting hatred, discrimination, violence, racism (including racial superiority), bigotry, misogyny, or religious intolerance is prohibited. Forums or websites advocating or endorsing criminal behaviour, including gang activity and illegal pharmacology, are forbidden.

*As of December 2010, all new forums - PhpBB, vBulletin, whatever - are now completely forbidden. Yes, the idiots and assholes of the world won. Get over it.*

We also do not allow adult content in any form, software distribution sites or mirrors, or any form of file download service or "software repositories", **UNLESS EXPLICITLY APPROVED beforehand**. If you would like to know if we consider the content you wish to host acceptable, please call us at (+1) 651-771-3588.

### Illegal Use

Redpin.com servers may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Examples of non-acceptable content or links: "Software Repositories", "Pirated software", "Hacking programs, archives, or discussions", "Warez", "Game Mods or Patches", Emulators / "EMU", "Roms", "Irc Bots", IRC \*ANYTHING\*, "copyrighted mp3s", "Chat Sites/Servers", "Pornography", "TGP", virii, trojans, rootkits, software cracks... you get the idea. In general, if you have to ask if it's okay, the answer is "no".

### Misuse of System Resources

It is a violation for anyone who, including but not limited to, employs posts uploads or programs applications which consume grossly excessive CPU usage, server memory, or storage space, permits the use or abuse of mail services, mail forwarding capabilities, POP accounts, or auto responders other than for their own

account; or resale of access to CGI scripts installed on our servers. Redpin.com reserves the right to terminate any service or process that uses a disproportionate amount of any system resources immediately and without notice to the user. Unless explicitly approved, all IRC-related processes, and all proxy servers are forbidden. Unless explicitly approved, the use of email services in connection with mailing lists or remailers is prohibited.

### **Tortious Conduct**

No one shall post defamatory, scandalous, or private information about a person without their consent, with intention to inflict emotional distress, or violating trademarks, copyrights, or other intellectual property rights on or making use of our servers and services.

### **SPAMMING**

Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is expressly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site.

It is contrary to Redpin.com policy for customers to use our servers to effect or participate in any of the following activities:

To post to any Usenet or other newsgroup, forum, e-mail mailing list or other similar group or list articles which are off-topic according to the charter or other owner-published FAQ or description of the group or list;

To send unsolicited mass e-mailings, if such unsolicited e-mailings provoke or are likely to provoke complaints from the recipients;

To engage in any of the foregoing activities using the service of another provider, but channeling such activities through a Redpin.com provided server, or using a Redpin.com provided server as a maildrop for responses;

To falsify user information provided to Redpin.com or to other users of the service in connection with use of a Redpin.com service;

To be enough of a dumbass to send or forward get-rich-quick pyramid-scheme emails to anyone, anywhere, at any time.

### **System and Network Security**

Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples include, but are not limited to the following: unauthorized access, use, probe, or scan of a systems security or authentication measures, data or traffic. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting.

### **Over Transfer Fees**

Additional bandwidth is charged in increments of 1gb (one gigabyte). Additional bandwidth costs \$0.50 USD (fifty United States cents) per gigabyte (rounded up to the nearest gigabyte) per month over the monthly allowance. This will be billed monthly to any account that incurs more than one gigabyte per month excess transfer.

## **Billing, Renewal, and Cancellation Policies**

### Renewal of your Hosting Account

Account renewal is automatic until canceled by the account holder. All accounts will be renewed every month from the date of account creation.

### Incorrect Billing Information and Billing Failures

If your billing information is incorrect, or your Credit Card is denied for any reason upon automatic renewal, you will receive an email at the email address on file with us informing you of the problem. If you do not provide alternate payment arrangements within 5 calendar days of that notice, your account will be suspended. You will have 10 days to resolve the situation and provide proper billing information. If we do not hear from you within 10 days, your account will be deleted from our system. Redpin.com is not responsible in any way for any loss of revenue or data due to account suspension or deletion.

### Account Cancellation Notification

You should notify us via email that you wish to cancel your account, or cancel the account yourself via your chosen payment processor. Notification should be made at least 3 days prior to account renewal. If you do not notify us at least 3 days prior to your scheduled renewal date, your account may be renewed at the contract rate. Your account will then be cancelled at the end of the next billing cycle.

### Consequences of Violation

When Redpin.com becomes aware of an alleged violation of its Acceptable Use Policy, Redpin.com will initiate an investigation. During the investigation Redpin.com may restrict Customer's access in order to prevent further possible unauthorized activity. Depending on the severity of the violation, Redpin.com may, at its sole discretion, restrict, suspend, or terminate Customer's account without notice or refund, mock Customer on his or her Facebook page, cast public aspersions upon the moral fiber, ancestry, education, literacy, and/or hygiene standards of the Customer and/or his or her family, and/or pursue other civil remedies as they occur to us.

If such violation is a criminal offense, Redpin.com will not hesitate to notify the appropriate law enforcement department of such violation. Local and federal authorities are on speed-dial. Really.