

## Website Hosting Acceptable Use Policy

Applies To:	All	Policy Number:	ITS-0005
Issued By:	AVP for IT	Policy Version Number:	1.1
Date Issued:	July 1, 2005	Last Review Date:	March 1, 2018
		Last Revised Date:	March 1, 2018

### Preamble

ITS Web Services provide website hosting on University of Detroit Mercy production servers for official websites. In cooperation with Marketing and Public Affairs and ITS Networking Services, we strive to provide the university community with the best services available. To that end, we have developed the following guidelines in order to help ensure that we meet the goal of quality service for all.

The provisions of this Policy are intended as guidelines and are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms of the University of Detroit Mercy, whether or not expressly mentioned in this Policy, is prohibited.

### Modification

ITS Web Services reserves the right to add, delete, or modify any provision of this Policy at any time without notice. The latest revision of the ITS Web Services Acceptable Use Policy will always be available at the following website address:

<http://www.udmercy.edu/about/its/policies>

### Policy

By using the University of Detroit Mercy website hosting services, you agree to comply with the policies and procedures set forth in this document. You are expected to use the university's server resources and the Internet with respect, courtesy, and responsibility, giving due regard to the rights of other users.

We expect you to have a basic knowledge of how the Internet functions and the various protocols used. We also expect you to have basic working knowledge of common technologies used for managing websites, including but not limited to, HTTP and SSH. ITS Web Services is always available to assist users with problems that they may encounter while using the hosting service.

If you feel you are in need of expert instruction, please contact for ITS for training opportunities.

### **Account Access**

The Services provided to you hereunder and your account with us cannot be transferred or used by anyone other than you.

You may not allow anyone other than yourself access your account or the server's resources. You should protect your username and password as you would your ATM bank card and PIN number. User programs may be run only during login sessions.

If it is discovered that your account has been transferred or utilized by another party, or if your account shows any activity in breach of this AUP, Web Services shall have the right to suspend or cancel your account. There are no exceptions.

### **Illegal Use**

The University of Detroit Mercy web servers may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or university regulation or policy 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.

The Web Supervisory Committee and ITS Web Services will be the sole arbiters as to what constitutes a violation of this provision.

You will have the right to appeal any decision reached by ITS Web Services to the Web Supervisory Committee and to no other body.

### **System and Network Security & Resources**

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 system's security or authentication measures, its data or traffic.
- Interference with normal system processing and logging
- 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 e-mail or a newsgroup posting.
- Employing programs which consume excessive CPU server time or storage space
- Unauthorized use of university mail services, mail forwarding capabilities, POP accounts, or auto responders other than for a user's own account
- Resale of access to scripts installed on university production servers.
- Installing or running any network accessible server such as but not limited to ftp, nntp, irc...

- Any deliberate attempt to cause damage to ITS Web Hosting or any other University of Detroit Mercy servers will result in immediate account deactivation without prior notice.

## **Server Abuse**

Abuses of our server resources includes, but are not limited to, the following:

Running background tasks without prior written permission;  
Running Chat Rooms, Internet Relay Chat; IRC Bots;

Utilization of 10% or greater of a server's resources (CPU, Memory etc.).

Web Services reserves the right to suspend or cancel any account and terminate the hosting services if an account holder has been found to have been in violation of ITS Web Services server abuse policy.

## **Spamming**

The sending of unsolicited mail messages by way of the University of Detroit Mercy's email servers, including but not limited to, commercial advertising and informational announcements, is expressly prohibited.

## **Reporting Network Abuse**

Any party seeking to report any violations of Detroit Mercy's Web Services AUP policy may contact via email:  
its@udmercy.edu

## **Script Policy**

ITS Web Services reserves the right to disable any script that is found to effect normal server operation and/or service to other Detroit Mercy websites.

## **Traffic Policy**

ITS Web Services web hosting does not impose traffic limits on sites hosted on university production servers. However, Web Services does discourage site owners from storing and serving out any files that cause excessive traffic, such as audio files, video, or multimedia presentations. Rather, it encourages those users to utilize the university's audio and video streaming server to properly present their multimedia content.

Please contact ITS Web Services for more information.

## **Service Availability**

The University of Detroit Mercy Network and Web Services teams shall use all reasonable efforts to make available to you at all times the Server and the Services afforded to you but we shall not, in any event, be liable for interruptions of Service or down-time of the Server.

We shall have the right to suspend the Services at any time and for any reason, generally without notice, but if such suspension lasts or is to last for more than 60 minutes you will be notified of the reason in advance.

## **Backups**

Backups are made on a regular basis. No guarantees are made of any kind, either expressed or implied, as to the integrity of these backups. Backups are made for server restoration purposes only. It is the account owner's responsibility to maintain local copies of their web content and any information on their account including but not limited to client's website, email, databases, mailing lists, and archives.

If loss of data occurs due to an error of THE NETWORKING TEAM, we will attempt to recover the data. If data loss occurs due to negligence of client in securing their account or by an action of the client, Web Services will attempt to recover the data from the most recent archive for a fee.

## **Telephone Support**

The University of Detroit Mercy maintains a Help Desk that all users are encouraged to contact with their technology questions, problems, and concerns. You may reach the Detroit Mercy Help Desk at 313-993-1500 or on campus at x1500.

## **Regulations**

Web Services reserves the right to refuse service to anyone for any reason not prohibited by law. Also we reserve the right to terminate service to any customer for any reason not prohibited by law. You agree to use all Web Services hosting services and facilities at your own risk. Web Services Hosting specifically disclaims all warranties of merchantability and fitness for a particular purpose. In no event shall Web Services Hosting be liable for any loss, or loss of data, or other commercial damage, including but not limited to special, incidental, consequential or other damages.

Web Services Hosting shall be the sole judge of what violates this Policy.

Web Services Hosting is only responsible to the present registered account user of the Web hosting space.