

# Kinsta Ltd. Acceptable Use Policy

Using our Hosting Services requires common sense, and you agree not to use the Hosting Services in ways that violate the law, harm other people or our network, or breach Internet community standards, and you may not use the Hosting Services to enable others to do those things. We have set out specific prohibited activities in this Acceptable Use Policy (“Policy”). However, because the nature of what is an acceptable use of the Internet is constantly evolving, we reserve the right to make changes to the Policy at any time.

We agree to provide you with notice of material changes, and if they have a negative material effect on your ability to use the Services you may give notice to terminate your agreement with us without any additional Fees. You agree to incorporate the Policy, or restrictions no less protective of our interests, into your contract with your end users.

We fully reserve the right to monitor (but do not guarantee to do so) all electronically-mediated communications. Reasons for such monitoring may include the need to:

- ensure operational effectiveness of services,
- prevent a breach of the law and/or of this Policy,
- investigate a suspected breach of the law, this Policy,
- monitor standards generally.

## Laws and harmful content

You may not use the Services to violate any law, code or regulation. In addition, you may not use the Services to encourage others to engage in any activity that would violate any law, code, or regulation, nor shall you use the Services to instruct or advise anyone on how to engage in any such activity. In particular, you may not violate laws prohibiting: copyright, patent, trademark or trade secret infringement, misuse or misappropriation; distribution of child pornography, child erotica, non-consensual sex acts, illegal gambling; defamation, harassment or libel; false advertising; slander or transmission of malicious code or to gain access to other networks.

Further, you may not use the Services in connection with any content that we reasonably believe: promotes, incites or threatens violence; contains harassing content or hate speech; is defamatory or violates a person’s privacy; infringes on another person’s copyright, trade or service mark, patent or other property right; constitutes illegal arms trafficking; or, is likely to result in retaliation against Kinsta’s system, network or employees, including behavior that results in a server being the target of a denial of service attack, or that contains any viruses or similar harmful or potentially harmful programs or spyware, adware or any other similar

computer code designed to affect adversely the operation of any computer software or hardware.

The user must comply with all relevant legislation and legal precedent, including, without limitation, the provisions of the following Acts of Parliament, or any re-enactment thereof:

- Copyright, Designs and Patents Act 1988  
(<http://www.legislation.gov.uk/ukpga/1988/48/contents>);
- Malicious Communications Act 1988  
(<http://www.legislation.gov.uk/ukpga/1988/27/contents>);
- Computer Misuse Act 1990  
(<http://www.legislation.gov.uk/ukpga/1990/18/contents>);
- Obscene Publications Act 1959  
([http://www.legislation.gov.uk/ukpga/1959/66/pdfs/ukpga\\_19590066\\_en.pdf](http://www.legislation.gov.uk/ukpga/1959/66/pdfs/ukpga_19590066_en.pdf));
- Criminal Justice and Public Order Act 1994  
(<http://www.legislation.gov.uk/ukpga/1994/33/contents>);
- Trade Marks Act 1994  
(<http://www.legislation.gov.uk/ukpga/1994/26/contents>);
- Data Protection Act 1998  
(<http://www.legislation.gov.uk/ukpga/1998/29/contents>);
- Human Rights Act 1998  
(<http://www.legislation.gov.uk/ukpga/1998/42/contents>);
- Regulation of Investigatory Powers Act 2000  
(<http://www.legislation.gov.uk/ukpga/2000/23/contents>);
- Freedom of Information Act 2000  
(<http://www.legislation.gov.uk/ukpga/2000/36/contents>);
- Communications Act 2003  
(<http://www.legislation.gov.uk/ukpga/2003/21/contents>);
- Criminal Justice and Immigration Act 2008  
(<http://www.legislation.gov.uk/ukpga/2008/4/contents>).

## Spam

If you use the Services to transmit email, you must do so responsibly. Sending or promoting SPAM using the Services is prohibited.

## Accurate measurement of resource utilization

The provision of services requires that Kinsta measure resource utilization accurately. For example, visits, server bandwidth (data transfer), disk space (storage) and other factors are

measured as part of Kinsta's provision of services. You agree to cooperate with Kinsta in ensuring that resource utilization is accurately measured.

If the configuration of a site on your account causes Kinsta to be unable to accurately measure your account's resource utilization, you agree to adjust the configuration as necessary and to cooperate with Kinsta to ensure an accurate measurement of your accounts resource utilization.

## Overburdening resources and overuse

You may not overburden the Services. You may not place excessive burdens on our, or the providers of Third Party Services', CPUs, servers or other resources or interfere with the services we provide to other customers.

You may not use excessive bandwidth or data transfer. If your Services are unmetered, and your use of them exceeds the use of the Services by similarly situated customers, we may offer to move you to a metered plan. If you refuse to move to a metered plan, we may place restrictions on your use of the Services until your use corresponds with that of similarly situated customers.

If the hosting plan to which you subscribe sets out an amount of data transfer or number of visits, you agree not to exceed this amount. If you do exceed this amount, and we choose not to limit your use of the Services, your data transfer or visits over the contracted amount will be billed at our then-current rate. You can read about how Kinsta counts visits in our knowledge base article on visitor counts (<https://kinsta.com/knowledgebase/visitor-counts/>).

If the hosting plan to which you subscribe sets out an amount of disk space, you agree not to exceed this amount. If you do exceed this amount, we may notify you in writing and then upgrade your subscription to a plan which includes sufficient disk space.

## Transactional emails

Our plans allow you to send a certain amount of transactional emails per day, you agree not to exceed this amount:

- 150 per day for Starter / Pro plans
- 1000 per day for Business plans
- 3000 per day for Enterprise plans

If you do exceed your daily transactional email quota, we may offer you to upgrade your plan, or use a third party provider to send transactional emails.

If you refuse to upgrade your plan or use a third party provider, we may refuse to deliver emails on your behalf.

You can change your plan at any time; even if it's just for one month or just one larger campaign.

## Internet relay chat and videos

You may not use, or provide, open proxies or Internet Relay Chat. Additionally, you may not use the Services for video streaming.

## Breach

If you are in breach or we reasonably suspect that you are in breach of any of this Policy we reserve the right to prevent access to our Services on a temporary or permanent basis at our discretion, to remove any harmful content or other content that we consider in our discretion is contrary to this Policy and to take whatever other legal and/or practical measures that we consider are appropriate. We also exclude any liability for any breaches of this Policy and shall hold you fully liable for any damages and/or costs that we may suffer as a result of such breach.