

Acceptable Use Policy

(Updated: May 10, 2018.)

This AUP amends the Agreement between WP Engine and Customer and describes certain restrictions related to your use of the Services. Any violation by you shall be deemed a breach of the Agreement. We may update this AUP from time to time in our sole discretion; the current version may be found at <https://wpengine.com/legal/aup/>.

If any third party has questions regarding this AUP or wishes to report a violation or provide notice per the requirements of the Digital Millennium Copyright Act, such party may contact us at abuse@wpengine.com.

Laws; Harmful Content. You may not use the Services to violate any governing law or regulation, including laws prohibiting: copyright, patent, trademark, trade secret, or other intellectual property infringement, misuse, or misappropriation; distribution of child pornography, child erotica, non-consensual sex acts (including in the support of or furtherance of sex trafficking), or bestiality; gambling; defamation, harassment, libel, or slander; fraud or false advertising; and hacking, phishing, social engineering, or any transmission of malicious code or unauthorized use of the computing resources of an end user. It is WP Engine's policy to terminate the Services of customers who are repeat infringers of intellectual property rights. Further, you may not use the Services in connection with any content that we reasonably believe: promotes, incites, or threatens violence; is in support of or furtherance of sex trafficking; contains harassing content or hate speech; violates any person's privacy; constitutes terrorism or trafficking in weapons or other illegal items; or is likely to result in retaliation against WP Engine's system, network, or employees, including behavior that results in any denial of service attack. The Services may not be used in violation of export laws, controls, regulations, or sanction policies of the United States or your applicable jurisdiction. The Services may not be used by any individual or legal entity which is involved with or suspected of involvement in activities or causes relating to: illegal gambling; terrorism; narcotics trafficking; arms trafficking or the proliferation, development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles; in each case including any affiliation with others whatsoever who sponsor or support the above such activities or causes.

High-Risk Use. You may not use the Services in any circumstance or fashion where a failure of the Services could result in death or physical injury.

Spam. If you use the Services to transmit email, you must do so responsibly. Sending or promoting spam using the Services is prohibited and may result in immediate termination of your account. We consider spam to be the transmission of any email messages that are in violation of the most recent regulations issued by the Federal Trade Commission implementing the CAN-SPAM Act or, if you are sending emails to non-domestic end users, any foreign equivalent thereof. In addition, and at our discretion, we may place limits on the number of outbound messages you send if our review of your account indicates that you are jeopardizing our network stability. Without limiting any other rights we may have, the parties agree that should you breach this section by sending spam it would be difficult to determine actual damages. Accordingly, a \$500 charge per violation will be assessed as a reasonable estimate of the damages. The parties further agree that such \$500 would not act as a penalty.

Regulated and Sensitive Information. It is possible to run an ecommerce site on our platform, provided that you follow some best practices that prevent credit card information from being processed or stored on our platform. For more information on those best practices, please read this [support article](#). You are not permitted to use or cause the Services to store or process sensitive or otherwise regulated health or financial information, including Protected Health Information (as that term is defined under HIPAA), cardholder data protected under PCI DSS regulations (such as credit or debit card data), or other financial data (including any financial account details). You acknowledge and agree that we are not responsible for any liabilities arising from your violation of this restriction.

Overburdening Resources. You may not interfere with our business or our ability to provide services to other customers, nor take any action nor make any use of the Services that places excessive burdens on the network or systems used to provide such services. Specifically, you may not use or provide open proxies or Internet Relay Chat or use the Services for video streaming. If your use of the Services materially exceeds the use by similarly situated customers, we may offer to move you to a different plan or charge you for the additional use. If you refuse, we may place restrictions on your use of the Services. You may not perform network vulnerability testing of shared systems or resources or the WP Engine support network without the prior written approval of WP Engine.

Security Requirements. You must take reasonable security precautions in connection with your use of the Services. You are responsible for the actions and omissions of your Authorized Users and anyone to whom you provide access to the Services or the content you create using the Services.