

TELEsites.Net -- Acceptable Uses Policy

TELEsites.Net provides Internet World Wide Web page Hosting, Design, Marketing, and Development. We have certain legal and ethical responsibilities concerning the use of our servers and equipment involved in these services.

Our general policy is to act as a provider of internet presence. We have specific ethical concerns regarding the use of our computers detailed below. TELEsites.Net reserves the right to suspend or cancel a customer's access to any or all services we provide when we decide that the account has been inappropriately used.

The Internet is intended for use by mature adults (and by minors when supervised by mature adults). Our customers are expected to use the Internet with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users. The customer is expected to have a basic knowledge of how the Internet functions, the types of use which are generally acceptable, and the types of use which are to be avoided.

Common sense is the best guide as to what is considered acceptable use. The following are unacceptable uses:

Illegality in any form, including but not limited to activities such as unauthorized distribution or copying of copyrighted software, violation of U.S. export restrictions, harassment, fraud, trafficking in obscene material, drug dealing, and other illegal activities.

Server abuse, any attempt to undermine or cause harm to a server, or customer of ours is strictly prohibited.

Net abuse, including but not limited to activities such as using a non-existent email return address on a commercial solicitation, spamming (sending unsolicited advertising to numerous email addresses or newsgroups and/or generating a significantly higher volume of outgoing email than a normal user), trolling (posting outrageous messages to generate numerous responses), mail-bombing (sending multiple messages without significant new content to the same user), subscribing someone else to a mailing list without that person's permission, cross-posting articles to an excessive number of newsgroups, or attempting without authorization to enter into a secured computer system. TELEsites.Net reserves the right to determine what constitutes net abuse.

Tortuous conduct, including but not limited to posting of defamatory, scandalous, or private information about a person without their consent, intentionally inflicting emotional distress, or violating trademarks, copyrights, or other intellectual property rights.

Unauthorized use of other people's accounts or computers, any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include "internet scamming" (tricking other people into releasing their passwords), password robbery, security hole scanning, etc. Any unauthorized use of accounts or computers by a customer, whether or not the attacked account or computer belongs to us, will result in action against the attacker. Possible actions include warnings,

account suspension or cancellation, and civil or criminal legal action, depending on the seriousness of the attack.

Abuse of Unlimited Traffic and/or allotted Storage, our customers are privileged to be offered unlimited traffic and/or allotted storage for their web sites. The intention is to provide a large space to serve web documents, not an offsite storage area for electronic files. All (90%) of your web pages (html) must be 'linked' with files (.GIF, .JPEG, etc.) stored on our server. Web sites that are found to contain either/or no html documents, a large number of unlinked files are subject to warning, suspension or cancellation at the discretion of our management. Any customer who violates our Policies in abusing either space/site transfer will be notified and given 2 days to remedy the problem. If the problem is not resolved within the allotted 2 day period, the client will be billed for the overages.

To maintain the integrity of our service the following limitations apply:

- Sites with Banners, graphics or CGI scripts running from their domain used on other domains.
- Sites with picture galleries (This is any site where 50% of the files transferred is graphics and/or photos).
- Sites offering download files or archives. (This is any site where 50% or more of there monthly traffic is from file downloads)
- Sites using more than 30% of system resources

For those that do not qualify for the unlimited service, traffic will go unmonitored until you reach 4GB per month. Thereafter, normal data transfer cost of \$20.00/1GB/month will be billed to your account.

We will be the sole arbiter as to what constitutes a violation of this provision.

Misuse of system resources, including but not limited to employing posts or programs which consume excessive CPU time or storage space; permitting use of mail services, mail forwarding capabilities, POP accounts, or auto-responders other than for the customer's own account; or resale of access to CGI scripts or programs installed on our servers.

Commercial advertisements with e-mail, unsolicited commercial advertisements are not allowed in e-mail, and will likely result in account suspension or cancellation.

Commercial advertisements are unwelcome in most Usenet discussion groups and on most e-mail mailing lists. Inappropriate posting may result in account suspension or cancellation. See the newsgroup or mailing list's charter for whether advertising is allowed or not. "Spamming," or sending a message to many different off-topic newsgroups, is particularly unethical and will be treated as such.

Sending a message, especially an advertisement, to more than five or six recipients, is by itself spamming unless the individuals have specifically requested to be added to a mailing list on that topic. E-mail is a person-to-person medium, not a broadcast medium.

Chat Rooms, we do not allow clients to install their own chat rooms, without approving it with the Support Team. Most chat rooms tend to be large system hogs and we cannot allow it as an account option. However, we do provide an ASP based chat room option for a small extra monthly charge that will more than fill your needs. It runs on our separate Chat Room Server away from your web site but appears to be within your pages and in this way runs without hindering the performance of the hosting machine for others.

Background Running Programs, we may allow programs to run continually in the background. These are considered on a one-to-one basis and an extra charge will be incurred based on system resources used and operational maintenance needed.

IRC, We currently do not allow IRC or IRC bots to be operated on our servers.

Payment Policies

All accounts are set up on a pre-pay basis. Setup fees are charged for all new accounts and major account changes and are non-refundable. All pricing is guaranteed for the term of pre-payment. TELEsites.Net reserves the right to change prices at any time, unless other terms have been agreed upon. Any account not brought current within a week (7 days) of e-mail notice or exceeding this time frame in any way is subject to suspension. The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies us in writing for a request for termination of services. All payment is in U.S. currency.

Cancellation

TELEsites.Net reserves the right to cancel service at any time. All fees paid in advance of cancellation will be pro-rated and paid by us if we institute it's right of cancellation. Any violation of policies which results in extra costs will be billed to the customer (i.e. transfer, space etc.)

All of our web hosting plans are backed by a 30 day money back guarantee. If you are not completely satisfied with our services or support within the first 30 days of your contract, you will be given a full refund of the contract amount excluding setup fees and overages. Setup fees are refundable only if the account order is canceled prior to activation. For web hosting contracts of 3 months or less, the full contract amount less any setup fees and overages will be refunded if we are notified within the first 30 days following activation. No refund is available after the 30th day. For web hosting contracts longer than three months, a refund equal to one half of the contract amount less any setup fees and overages will be given if we are notified prior to the first day of the second half of the contract term. For example, on a twelve month contract we must receive the notice of cancellation prior to the first day of the sixth month of the contract. No refunds will be given once the second half of the contract term has begun. This policy does not apply to any additional services such as overages, additional disk space, additional pop accounts, etc. Due to security concerns, all account cancellations must be done in writing via US mail or fax with a valid signature of the primary contact of the account, account name, reason for cancellation. Phone requests will not constitute acceptance of any cancellation. Payment will be made by company check within 15 days of receipt of cancellation notice.

Lawful Purpose

TELEsites.Net reserves the right to refuse service to anyone. Customers may only use our servers for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, and material protected by trade secrets. We expressly forbid anyone from using servers for the propagation, distribution, housing, processing, storing, or otherwise handling in any way lewd, obscene, or pornographic material, or any other material which we deem to be objectionable, including, but not limited to, pornography, satanic materials, and any and all materials of an adult nature. The designation of any materials as such described above is left entirely to the discretion of our management.

Indemnification

Customer agrees that it shall defend, indemnify, save and hold us harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against us, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, it's agents, employees or assigns. Customer agrees to defend, indemnify and hold us harmless against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with our servers; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from our servers.

Disclaimer

TELEsites.Net will not be responsible for any damages your business may suffer. We make no warranties of any kind, expressed or implied for services we provide. We disclaim any warranty or merchantability or fitness for a particular purpose. The includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by the hosting company and its employees.

TELEsites.Net reserves the right to revise its policies at any time.

All Sub-Networks, resellers and dedicated servers of ours must adhere to the above policies. All their customers and sub-contracts must also adhere to the above policies.

Failure to follow any term or condition will be grounds for immediate account deactivation.

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