



TMS Technologies LLC - Acceptable Use Policy and Web Hosting Terms of Service
Effective 1/1/2009

Agreeing to TMS Technologies LLC Acceptable Use Policy and Terms of Service is mandatory for using our hosting services. Please make sure you read and adhere to the following:

Acceptable Use Policy

Introduction

During the term of his/her web hosting agreement with TMS Technologies LLC, Customer must ensure that the use of any quality web hosting resource offered to Customer or owned or controlled by TMS Technologies LLC ("Service") conforms with TMS Technologies LLC's then current Acceptable Use Policy ("AUP"). TMS Technologies LLC may modify, without prior notice, the AUP as TMS Technologies LLC deems appropriate. Such modified AUP is effective upon posting on TMS Technologies LLC's website.

Web Hosting Accounts

You may only host one domain name per account. Pointing other domains to your account, or pages within your existing web site is not acceptable and is grounds for termination. Customer may not exceed monthly bandwidth included with the web hosting package. If bandwidth is exceeded, the customer will be notified and billed for the overage.

Responsibility

You are responsible for your sites and all sites that you host to be in accordance with all rules on this page. Misuse by you may result in termination your account.

Inappropriate Use

The Web Hosting Service must not be used to publish, post, distribute or otherwise disseminate unlawful material or information including, but not limited to: threatening, harassing, defamatory, obscene, or fraudulent information and materials, or proprietary, copyrighted, or otherwise intellectually protected information and materials for which Customer does not have authorization or authority to possess or distribute. The Service must not be used to request unlawful services or materials. The Service must not be used for activities TMS Technologies LLC deems to impact its customers or its ability to deliver services to its customers. Such activities may include, but are not limited to:

Obscene Speech or Materials

The distribution of child pornography or any obscene, abusive, defamatory or threatening speech or material. You may not host any site containing adult oriented content, including nudity of any kind. Portal sites linking directly to adult oriented content are also not acceptable.

Intellectual Property Infringement

Any activity infringing on the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, and patents.

Spamming

Sending unsolicited commercial bulk email ("UCE"), news postings or chain letters, advertising transmitting, or otherwise making available any software, program, product, or service that is designed to facilitate sending UCE, use of web pages that allow "spam"ing (known as "ghost sites") that directly or indirectly refers to domains or IP addresses hosted by TMS Technologies LLC. TMS Technologies LLC reserves the right to determine in its sole discretion what constitutes UCE based on the information available. Sending any email to purchased lists or lists obtained by any other method (such as harvesting) is not acceptable. Customers may only send email to recipients who have joined mailing lists directly from their web site.

Maintaining an Open Email Relay

Allowing email to be sent through Customer's system by a third party (i.e. neither to nor from Customer or Customer's accounts).



Fraud

Using a false identity, using pyramid/ponzi scheme, storage or transmission of any intentionally incorrect data or packet.

Virus, Worm, or Trojan horse program distribution

The deliberate transmission of computer viruses, worms or trojan software.

Denial of Service

Using any technique to intentionally degrade or disable the delivery of any legitimate data.

Glutting of servers

Oversized storage of any files that would be unreasonably large: ie. having hundreds of JPGS (such as fan or celebrity sites, photo galleries, cartoon or Japanese anim) are not allowed without express permission from TMS Technologies LLC. There can be no applications stored in your web space, including but not limited to files with .exe extensions without express permission from TMS Technologies LLC. Also, files typically used to store compressed data are not allowed without express permission from TMS Technologies LLC. This is including but not limited to zip files. You may also not have any single file that is over 25 megabytes in size without express permission from TMS Technologies LLC. There can be no live video or audio feeds on your site...i.e. webcams without express permission from TMS Technologies LLC. Your web space is not for data back up. It is only for hosting real sites.

Unauthorized Access

Attempting to gain unauthorized entry to any site or network, or any network or host scanning, probing, monitoring or other information gathering associated with such activity; using the Service to guess passwords.

Applications

Customer may not run any program or script on the server that runs constantly or 'listens' on ports. This includes applications associated with live chat services.

Public Forums

Inappropriate postings to newsgroups, chat rooms, electronic bulletin boards and any other public forum on, or using, the Service.

Customer Responsibilities

Bulk Email

Customers may not send bulk email of any type other than email to their own subscribers. Safelists or any other rented or purchased lists are not allowed. The email subscriber must have joined your list from your site. Customer must include the source of the addressee's address in each email message.

CPU Usage

Sites may not use extreme unwarranted CPU usage. This includes usage of "heavy" scripts or Flash/shockwave files. By heavy we mean scripts that place consistent high demands on the server. This includes but is not limited to web traffic management scripts, traffic exchange scripts, surf for hits sites as well as large advertising management scripts or proxy server scripts. No single site may consume 30% of CPU usage for a sustained period of time.

Service Resale

Customer may not resell the Service or any portion of the Service.

Password Protection

Customer is responsible for protecting passwords and for any authorized or unauthorized use.

Music Files

Customer may not with out permission have sound/video files in any format (MP3, ASX, ASF, RA, RAM , QTV etc.) due to the high rate of illegal transfer of copy written material.



Content Protection

Customer agrees to provide appropriate protection to prevent minors (persons under 18 years of age) from accessing any unsuitable material that Customer publishes via any Service.

Content Ownership

Customer is responsible for all content or information residing on, or obtained or transmitted via, the Service, regardless of whether such use is by Customer.

File repository / Dump Sites

Customer may not use disk space as a file repository, or dump site. This includes but is not limited too; warez, serialz, sound files, applications, zip files. This includes using the space in order to store content used on other sites (remote linking). Examples of this would be using the web space to store images for auction descriptions, flash or any other files used on another site but stored on our server. This also includes the hosting of 'sig' images for use on message boards. Customer may not exceed disk space allocated in hosting package. If customer exceeds the storage space specified in the hosting packaged, the account may be terminated.

Free Email / Hosting Sites

We do not permit the free giving or selling of POP email accounts or the issuing of free hosting. This includes near free (1 penny per year for instance) and any other form of paid email services.

Name Parking

Customer may not use account to park domains. You MUST have an actual website to go with each of your domain names.

Facilitating AUP Violation

Customer activity that facilitates the violation of this AUP by any party constitutes a violation of this AUP by Customer.

AUP Enforcement

Violation of this web hosting agreement (the AUP) may subject Customer to international, federal, and/or state civil and/or criminal liability. TMS Technologies LLC reserves the right in its sole discretion and without prior notice to suspend and/or terminate Customer's access to the Service at any time for violating this AUP. TMS Technologies LLC also reserves the right to suspend, filter or block, and/or terminate Customer's access if Customer's account is being used to exploit or attack the Service or the networks of others. If Customer's account has been compromised and attempts to reach Customer and/or to have Customer repair a breach of security fail, TMS Technologies LLC reserves the right to suspend or terminate Customer's service. If Customer's access is suspended or terminated, TMS Technologies LLC, in its sole discretion, may refuse to accept all new e-mail sent to the terminated e-mail address and delete Customer's data stored on Service. TMS Technologies LLC will fully cooperate with law enforcement authorities in the detection and prosecution of illegal activity.

Violation of Rules

Breaking any of these aforementioned rules may result in immediate account suspension with out refund, as well as criminal prosecution where deemed necessary. Customers with multiple web hosting accounts may have all accounts terminated due to web hosting agreement violations on any single account.

LIMITATION OF LIABILITY:

TMS Technologies LLC shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from servers going off-line or being unavailable for any reason whatsoever. Further, TMS Technologies LLC shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of TMS Technologies LLC servers. All damages shall be limited to the immediate termination of service.



TMS Technologies LLC shall be the sole arbiter of what is and is not a violation of these acceptable use policies. TMS Technologies LLC reserves the right to terminate an account at any time and for any reason that causes harm to any customer's web sites. TMS Technologies LLC reserves the right to delete all content and files upon termination. TMS Technologies LLC reserves the right to withhold any pre-paid funds for any site removed for violations of these policies. TMS Technologies LLC reserves the right to refuse, cancel, or suspend service at our sole discretion.

TMS Technologies LLC reserves the right to change these Policies without prior notice or warning. Non-enforcement of any part of these Policies does not constitute consent.

