

# Acceptable Use Policy

Menus Plus More is a branded service provided by Tech One Illustration. The follow text describes our Acceptable Use policies. By using this web site and the services provided, you agree to be bound by our Acceptable Use policies and Terms of Service.

## 1. Account Setup

We will setup your account after we have received payment and we and/or our payment partner(s) have screened the order(s) in case of fraud. It is your responsibility to provide us with an email address which is not @ the domain(s) you are signing up under.

## 2. Content

All services provided by us may only be used for lawful purposes. This includes, but not limited to: copyrighted material, material we judge to be threatening or obscene, pornography.

Examples of unacceptable material:

- \* IRC Bots
- \* Warez Sites
- \* Pirated Software
- \* Hate sites
- \* Hack programs and archives

## 2.5 General Usage

You, and not Tech One Illustration, are entirely responsible for all content that you upload, post, email or otherwise transmit via our web site or as a result of using our products and services. You are responsible for any consequences of any posting. You must comply with all laws related to copyright and intellectual property; you must not post any materials that violate any laws or infringe upon a third-party copyright, nor invade the privacy or publicity rights of others; you must not post anything that is defamatory, obscene, threatening, abusive, hateful, embarrassing or that has any potential to cause any harm or damage to anyone; you cannot post anything of a sexual nature, nor use the web site for your own personal use, except as allowed by our products and services; you cannot use this web site for junk mail, spam, chain letters, pyramid schemes or to solicit anyone; and you cannot impersonate anyone or misrepresent who you are.

## 3. Zero Tolerance Spam Policy

We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists" and "double opt-in" will be

treated as spam. Any user who sends out spam will have their account terminated without notice.

We reserve the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with this policy, at its sole discretion. We also reserves the right to make any such modifications in an emergency at our sole discretion.

We reserve the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee. This cost of the clean up fee is left entirely to the discretion of Tech One Illustration. All rights reserved.

#### 4. Resource Usage

Users may not initiate the following:

- a) Use 20% or more of system resources for longer then 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.
  
- b) Run any type of interactive real-time chat applications that require server resources. Remotely-hosted services are fully allowed.
  
- c) Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
  
- d) Run any software that interfaces with an IRC (Internet Relay Chat) network.
  
- e) Run any gaming servers such as counter-strike, half-life, battlefield1492, etc

#### 5. Bandwidth Usage

You are allocated a monthly bandwidth allowance of no more than 1,500MB per month, unless other arrangements are made. Should your account pass the allocated amount we reserve the right to suspend the account until the start of the next allocation, suspend the account until more bandwidth is purchased at an additional fee, suspend the account until you upgrade to a higher level of package, terminate the account and/or charge you an additional fee for the overages. Unused transfer in one month cannot be carried over to the next month.

##### 5.5 Server Storage Space

You are allocated a server storage space allowance of no more than 150MB, unless other arrangements are made. Should your account pass the allocated amount we reserve the right to suspend the account until more server storage space is purchased at an additional fee, suspend the account until you upgrade to a higher level of package, terminate the account and/or charge you an additional fee for the overages.

## 6. Intellectual Property

The trademarks, logos, service marks, text and content displayed on this web site are the property of Tech One Illustration or other third parties. You are not permitted to use any intellectual property without the prior written consent of Tech One Illustration or such third party, which may own the intellectual property. You agree not to reproduce, duplicate, copy, sell or exploit for any commercial purpose, any portion of the web site and the services, products, or content provided by this web site.

It is agreed that the use of any intellectual property without prior written consent is causing harm to the identity and business operations of the owner of said intellectual property. A fee shall be paid by the offending party to Tech One Illustration and the offending party shall cease and desist from continuing to copy or use the intellectual property.

Payment due within fourteen days of notice. Offending party agrees to pay all fees to collect payment.

## 7. Changes to the Acceptable Use policies

We reserve the right to revise our policies at any time without notice. Changes are periodically added to the information herein. These changes will be incorporated in new versions of this web site. We may make improvements and/or changes in the product(s), service(s), and/or the literature, information, text or content at any time.