

eServices For You

Hosting Terms of Use Policy



All Hosting Clients are bound by this Hosting Terms of Use Policy.

General Responsibilities:

Our hosting services enable you to develop and display a Web site and use e-mail through which you can interact with users of the Internet and retrieve and send vast amounts of information. Generally, we will not actively monitor, censor, or directly control any content that is or will be displayed on your web site(s) including information that you collect or use through your web site(s) or that you receive or send through e-mail except as outlined below.

eServices For You, however, provides these services with the goals of; (a) ensuring security, reliability and privacy of the services and the users of those services, (b) maintaining an image and reputation of eServices For You as a responsible, moral, professional and ethical provider of these services, (c) preserving the value of Internet resources as a conduit for free expression while within the guidelines outline herein, (d) encouraging the responsible use of Internet resources and discouraging degrading, libelous or illegal uses of such resources.

Consequently, eServices For You expects you, and all other users of our services, to take responsibility in using the Internet with courtesy and responsibility, and be familiar with and to practice good Internet etiquette, in furtherance of the above stated goals.

You must take the necessary steps to safe guard your information. This includes but is not limited to; passwords (including complexity), account numbers, billing information and preventing unauthorized use by others. If you fail to take appropriate steps to safe guard such information, any use of such information by any other person or persons or entity will be considered as if you yourself are using such information in that way.

Illegal, Disallowed or Harmful use:

You may use our services only for lawful purposes. Transmission, distribution, sale, or storage of any material in violation of any applicable law, regulation, or these Terms of Usage is prohibited. eServices For You reserves the rights to restrict or prohibit any and all uses of our services or content on your web site(s) and to remove such materials from our servers that we determine is harmful to our servers, systems, network, reputation, good will, other eServices For You clients, or any third party as determined by industry standards and practices. Additionally, evidence of illegal activity may be submitted to the proper authorities is such action is warranted or requested.

The following non-exhaustive list details the kinds of illegal or harmful conduct that are prohibited:

Infringement: Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret, or other intellectual property right used without proper authorization. Infringement may result from, among other activities, the unauthorized copying and posting of pictures, logos, software, articles, musical works, and videos.

Offensive Materials: Transmission, disseminating, sale, storage or hosting material that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.

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Export Violations: Posting or sending of software or technical information in violation of U.S. export laws, including, without limitation, the Export Administration Act and the Export Administration Regulations maintained by the Department of Commerce.

Harmful Content: Disseminating or hosting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information.

Fraudulent Conduct: Offering or disseminating fraudulent goods, services, schemes, or promotions (i.e., make money fast schemes, chain letters, pyramid schemes), or furnishing false data on any signup form, contract or online application or registration, or the fraudulent use of any information obtained through the use of the Services, including without limitation use of credit card numbers.

Use by others: For access, registrations, accounts and other such items you may have control over, whether permitted, inherited, exclusive or other form of allowed or implied control, you must take appropriate steps and actions to prevent any one else from using our services, whether actual or implied by association, for unlawful purposes or any other un-allowed purpose as indicated elsewhere in this Hosting Terms of Usage Policy.

Infrastructure Security and Integrity:

Violations of eServices For You or any third party's server, system or network security through the use of our hosted services are exclusively prohibited by any one or any entity, and may result in criminal and civil liability. eServices For You may investigate incidents involving such violations. eServices For You may invite and cooperate with law enforcement if a criminal violation is suspected.

Examples of server, system or network security violations include, without limitation, the following:

Hacking: Unauthorized access to or use of data, systems, server or networks, including any attempt to probe, scan or test the vulnerability of a system, server or network or to breach security or authentication measures without express authorization of the owner of the system, server or network.

Interception: Unauthorized monitoring of data or traffic on any network, server, or system without express authorization of the owner of the system, server, or network.

Intentional Interference: Interference with service to any user, host or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, broadcast attacks and any activity resulting in the crash of a host. Intentional interference also means the use of any kind of program/script/command, or send message of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.

Falsification of Origin: Forging of any TCP-IP packet header, e-mail header or any part of a message header. This prohibition does not include the use of aliases or anonymous forwarders.

Avoiding System Restrictions: Using manual or electronic means to avoid any use limitations placed on the services such as timing out.

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Additional items pertaining to e-mail:

You may not distribute, publish, or send any of the following types of e-mail using an account hosted by us or through our mail server or infrastructure:

Unsolicited promotions, advertising or solicitations (commonly referred to as "spam"), including, without limitation, commercial advertising and informational announcements, except to those who have explicitly requested such e-mails or to a list of your clients.

Commercial promotions, advertising, solicitations, or informational announcements that contain false or misleading information in any form.

Harassing e-mail, whether through language, frequency, or size of messages.
Chain letters.

Malicious e-mail, including without limitation "mail-bombing" (flooding a user or Web site with very large or numerous pieces of mail) or "trolling" (posting outrageous messages to generate numerous responses).

E-mails containing forged or falsified information in the header (including sender name and routing information), or any other forged or falsified information.

In addition, you may not use our mail server or another Web site's mail server to relay mail without the express permission of the account holder or the Web site. Posting the same or similar message to multiple newsgroups (excessive cross-posting or multiple-posting) also is explicitly prohibited.

Amendments/Changes:

These Terms of Usage may be amended or changed as may be necessary from time to time, whether by legal requirement or otherwise. If this happens, we will do our best to inform you of the changes in advance. Whether or not we inform you, any changes or amendment will apply uniformly to all clients no later than 30 days after the effect date. The most current version of these Terms of Usage will always be available at www.eServicesforyou.com/documents/hostingtermsofusage.pdf.

Applicable Law and Regulations:

Laws and regulations of the following entities will apply in order accordingly:
County of Los Angeles, California
State of California, United States of America
United States of America
Internet Corporation for Assigned Names and Numbers
The Internet Engineering Task Force

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Violations:

VIOLATION OF ANY OF THESE TERMS OF USAGE IS STRICTLY AND EXPLICITLY PROHIBITED AND MAY RESULT IN THE IMMEDIATE TERMINATION OR SUSPENSION OF THE SERVICES YOU RECEIVE FROM ESERVICES FOR YOU!

YOU WILL REMAIN SOLELY LIABLE AND RESPONSIBLE FOR YOUR USE (ACTUAL OR IMPLIED SUCH AS THROUGH ASSOCIATION) AND FOR THE USE (ACTUAL OR IMPLIED SUCH AS THROUGH ASSOCIATION) BY OTHERS THAT YOU ALLOW, EITHER EXPLICITLY, IMPLICITLY, THROUGH LACK OF ACTION OR FAILURE TO PROTECT ITEMS YOU HAVE CONTROL OVER (WHETHER SAID CONTROL IS IMPLIED, EXPLICIT, INHERITED OR OTHER) OF OUR SERVICES INCLUDING THOSE IMPLIED BY ASSOCIATION AND ANY AND ALL CONTENT THAT YOU DISPLAY, UPLOAD, DOWNLOAD OR TRANSMIT THROUGH THE USE OF OUR SERVICES. "CONTENT" INCLUDES, WITHOUT LIMITATION, YOUR E-MAIL, WEB PAGES, PERSONAL HOME PAGES, AND DOMAIN NAMES.

INDIRECT OR ATTEMPTED VIOLATIONS OF THESE TERMS OF USAGE, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON YOUR BEHALF WHETHER ALLOWED, CONTROLLED, GUIDED OR DIRECTED BY YOU OR NOT, WILL BE CONSIDERED VIOLATIONS OF THE TERMS OF USAGE GUIDELINES BY YOU.

TERMINATION OR SUSPENSION WILL NOT RELEASE YOU OF ANY FINANCIAL RESPONSIBILITY, AND ANY AMOUNTS UNPAID, INCLUDING ANY REMAINING TERMS OF A CONTRACT, WILL BE DUE AND PAYABLE IMMEDIATELY.

FURTHER, IT IS OUR POLICY TO TERMINATE OFFENDERS AND TO ASSIST, COOPERATE, ADHERE TO OR PARTICIPATE IN ANY LAWFUL INVESTIGATION OF SAID ACTIVITY OR INACTIVITY BY ANY LAW ENFORCEMENT AGENCY OR ANY OTHER AGENCY OR ENTITY THAT HAS THE LAWFUL AUTHORITY TO CONDUCT SUCH INVESTIGATION.