

Parks Computers usage policies

At Parks Computers, we value our customers and wish to provide them with a positive experience. To offer you the best service possible, all customers need to follow the same rules and guidelines. These policies are intended to make Parks Computers service available to all our customers as consistent and efficient as possible.

User-Supplied Content

All services may be used for lawful purposes only. Through Parks Computers service, you may have access to webpages, email, or other services that enable you to send or post materials ("content") and make that content available to others. You must not submit, publish, or display on the network any defamatory, inaccurate, abusive, obscene, infringing, or threatening content. In addition, you may not submit, publish, or display any content that violates any US Federal, State, or Local Law. You are solely responsible for the content you make accessible through the Parks Computers network. You may not use the service to assist any other person or entity to violate any Federal, State, or Local Laws, Ordinances, or Regulations.

Parks Computers is not obligated to monitor the network to examine available content. You hereby acknowledge that if we are made aware of content that is determined to be, in its sole discretion, unacceptable, undesirable, offensive, indecent, obscene, excessively violent, or otherwise objectionable, Parks Computers has the right, but not the obligation, to edit, remove, or deny access to such content. Parks Computers may disclose any content or records concerning a customer's account as required to satisfy any Law, Regulation, Governmental Request, or Court Order.

Pornography and sex-related merchandising are prohibited on all Parks Computers servers. This includes sites that may infer sexual content, display nudity, or link to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to Parks Computers servers or any other server on the Internet. Links to such materials are also prohibited. In addition, any site selling or promoting bulk email service is not allowed. Below are some examples of non-acceptable content or links:

- Adult Sites - Any erotic or pornographic material, links to adult sites, or advertisements for adult sites.
- Pirated Software (Warez) - Any software that is copyrighted and not freely available for distribution without cost: i.e. ROMs, ROM Emulators, and MPEG Layer 3 files (MP3s).
- Copyright Violations - Violation of copyrights held by individuals and corporations or other entities can result in civil and criminal liability for the infringer.
- Hacking/Phreaking - Includes sites with material, links, or resources for hacking, phreaking, viruses, anarchy, or any type of site that promotes or participates in willful harm to internet sites or providers.

Network Security

Customers may not use the Parks Computers network with an attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not expressly authorized to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organization's Security Policy. Customers may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to, flooding, mail bombing, or other deliberate attempts to overload or crash a host or network. Parks Computers will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with Law Enforcement Authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil liability.

CGI Scripts

Each Parks Computers account comes fully equipped with its own pre-configured CGI-Bin. Customers are free to use any CGI-Scripts provided with their account or add any additional ones they require. Any CGI-Scripts deemed to be adversely affecting the server performance or the network integrity may be shut down without prior notice. CGI-Script sharing with domains not hosted by Parks Computers is not allowed.

Chat Rooms

Parks Computers prohibits its customers from installing outside chat rooms on their domain, as these tend to be a resource problem. Parks Computers does provide its customers a choice of java chat rooms to choose from for a nominal monthly charge. These chat rooms were designed to meet the growing needs of customers and function without hindering the performance of the servers for others.

Server Resources

Any website that uses a high amount of server resources (such as, but not limited to CPU time, memory usage, and network resources) will be given an option of either upgrading their service level or reducing the resource used to an acceptable level.

Background Running Programs

Background Daemons in general are prohibited. Parks Computers will consider requests on a per application basis. If allowed, extra charges will be assessed based on resource requirements for system maintenance.

IRC

Parks Computers prohibits its customers from operating IRC or IRC Bots on any of the servers in the Parks Computers Network.

Backups / Restores

As a courtesy, Parks Computers provides a backup service on shared hosting accounts. You can request our administrators to run a backup of your site or any files for a one-time charge. Although Parks Computers tries to ensure these backups are complete and accurate, we cannot guarantee data integrity. It is possible that a site and/or file may not be able to be restored without our knowledge. Parks Computers recommends that the customer periodically and frequently backup their site to their local computer. On most accounts there is a backup manager that can assist you in this process. A backup may not be included with a dedicated server type plan. We recommend that dedicated server customers purchase a backup option to protect data.

Commercial Advertising/Mass Mailings

You must not use the Parks Computers network, Parks Computers equipment, or any Parks Computers email address in connection with the transmission of spam, flames, mail bombs, or substantially similar, unsolicited email messages. Your domain may not be referenced as originator, intermediary, or reply-to address in any of the above. This prohibition extends to the sending of unsolicited mass mailings from another service that in any way implicates the use of the Parks Computers network, Parks Computers equipment or any Parks Computers email address. A message is considered unsolicited if it is posted in violation of a newsgroup charter or if it is sent to a recipient who has not requested or invited the message. For purposes of this provision, merely making one's email address accessible to the public will not constitute a request or invitation to receive messages.

If you are found to have spammed, without warning, Parks Computers reserves the right to disable your domain. In addition, Parks Computers may impose a \$100 penalty for each spam policy violation. Parks Computers solely reserves the right to refuse or cancel service to known spammers. Lastly, Parks Computers reserves the right to determine what violates this policy. As such, any violation may result in cancellation of services without refund.

Distribution and/or Transmission of Obscene, Indecent Speech or Materials

Violation of Indecency and Obscenity Laws can result in criminal penalties.

Intellectual Property Rights

Material accessible to you through Parks Computers services may be subject to protection under the United States or other copyright laws, or laws protecting trademarks, trade secrets, or proprietary information. Except when expressly permitted by the owner of such rights, you must not use the Parks Computers service in a manner that would infringe, violate, dilute, or misappropriate any such rights, with respect to any material which you access or receive through the Parks Computers network. If you use a domain name in connection with the Parks Computers service or similar service, you must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

Defamation

Defamatory speech distributed over the Internet can result in civil liability for the defamer.

Refusal of Service

Parks Computers reserves the right at its sole discretion to refuse or cancel service. Violation of any of Parks Computers's rules and regulations could result in a warning, suspension, or possible account termination. Accounts terminated due to policy violations will not be refunded.

Service Cancellation

To authenticate a cancellation request, you must fill out the online cancellation form. If this is not possible, you may fax the notice to 828-298-2028 or mail the cancellation notice to Parks Computers, 611 Tunnel Road, Suite C, Asheville, NC 28805. You must include your account email address, account name, account password and the domain on which you want to cancel the hosting.

We cannot accept cancellation requests over the phone for security reasons.

30 Day Money Back Guarantee

Parks Computers provides a thirty (30) day "no nonsense" money back guarantee for all direct shared hosting accounts. If, for any reason, you request cancellation before your first bill date, Parks Computers will refund to you the first month's service cost, plus applicable set-up fees. Please note that the set-up fees for dedicated servers, private servers, and fees for resold domains are non-refundable.

Indemnification

Customer agrees that it will protect, indemnify, save, and hold Parks Computers harmless from any and all stipulations, liabilities, losses, expenses, and claims, as well as reasonable attorney's fees assessed against Parks Computers, its agents, customers, officers, employees, and administration that may arise or result from any service provided or performed or agreed to be performed or any product sold by its customers, agents, employees, or assigns. Customer agrees to defend, indemnify and hold Parks Computers harmless against liabilities arising out of: (1) any injury to person or property caused by any products sold or distributed in association with Parks Computers's services; (2) any material furnished by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright violation and any defective products sold to a customer from Parks Computers's services.

Disclaimer

Parks Computers will not be responsible for any damages your business may suffer. Parks Computers makes no warranties of any kind, expressed or implied, for services we provide. Parks Computers disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Parks Computers and its employees. Parks Computers reserves the right to amend or update these policies without notice. Failure to follow any terms and conditions may result in account deactivation.

Parks Computers furthermore expects that its customers who provide Internet services to others will fully comply with all applicable laws concerning the privacy of online communications. A customer's failure to comply with those laws will violate this policy. Finally, Parks Computers wishes to emphasize that in accepting services, customers indemnify Parks Computers for the violation of any law or Parks Computers policy that results in loss to Parks Computers or the bringing of any claim against Parks Computers. This means that if Parks Computers is sued because of activities of the customer that violate any law, or this policy, the customer will pay any damages awarded against Parks Computers, plus costs and reasonable attorneys' fees.

By signing this document I have read and I agree to the Parks Computers usage policies

Date: _____

Sign: _____

Print: _____

Domain: _____
(Example: www.yourcompany.com)

Company: _____