

# Fresa Technologies

Neutral IT Solution Provider

## Disclaimer

The following is intended to outline our general product direction. It is intended for information purposes only, and may not be incorporated into any contract. It is not a commitment to deliver any material, code, or functionality, and should not be relied upon in making purchasing decision. The development, release, and timing of any features or functionality described for Fresa Technologies products remains at the sole discretion of Fresa Technologies.

# USAGE POLICY

**ATTENTION:** This legal notice applies to the entire contents of this website under the domain name [www.fresatechnologies.com](http://www.fresatechnologies.com) (the "Website" and the "Application") and to the use of the services described more fully on the Website (the "Services") and to correspondence by e-mail or webmail between us and you. Please read these terms carefully before using this Website and/or the Services provided by the Website. Using this Website and/or the Services indicates that you accept these terms regardless of whether or not you choose to register with us. If you do not accept these terms, do not use this Website or the Services. This notice is issued by us, Fresa Technologies.

The Internet is a powerful information and entertainment tool. We would expect our customers to use the Internet with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users. As a major provider to the Internet community, our acceptable use policy for our website, server and networks is designed to produce a better environment for us all. Common sense is the best guide as to what is considered acceptable use.

The following are unacceptable uses of our website, server and networks.

### **Illegality**

In any form, including but not limited to the unauthorized distribution or copying of copyrighted software or other data, harassment, fraud, trafficking in obscene material.

### **Undesirable Content**

Certain types of content are not allowed on our networks. We do not host adult content of any description. Content relating to Hacking, Cracking, Warez and IRC is not allowed. Software downloads may only be hosted if you are the writer and copyright owner of the software or licensee of the Software downloads with all appropriate permissions from the proprietor of the software and any third parties which allow such hosting. All other software including freeware, shareware and trial software is forbidden. Audio and video downloads may only be hosted if you are the creator and copyright owner of the work or licensee of the Software downloads with all appropriate permissions from the proprietor of the software and any third parties which allow such hosting.

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content"), privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you are entirely responsible for all Content that you upload, post, email, transmit or otherwise

make available via the Services and/or Website. We do not control the Content posted or hosted via the Service and, as such, do not guarantee the accuracy, integrity, quality or completeness of such Content. You understand that by using the Website, you may be exposed to Content that is offensive, indecent or objectionable. The Content may also be out of date and we make no commitment to update such material.

### **SPAM Policy**

Fresa Technologies is committed to a zero-tolerance, anti-Spamming policy. Under this policy, we prohibit Spam, or any unsolicited commercial email, from being sent either: Over any network that Fresa Technologies operates, by customers or any other users of these networks (including customers' customers); AND/OR over ANY network if the message sent advertises or mentions a site hosted on a server operated by Fresa Technologies.

We react quickly and seriously to violations, and we further reserve the right to terminate the services, without prior notice, of any customer disregarding this policy. Sending unsolicited commercial email ("spam"), cross-posting messages to a large number of groups, posting obscene or threatening messages while using or referring to an Fresa Technologies email address or web site URL is prohibited. The use of Fresa Technologies operated servers as a mail drop for responses to activities described above is also prohibited. Accounts cancelled due to spam will be billed a "clean up" fee of USD 1000.

If you have any complaints or comments regarding Spam on our network, please direct them via email to [support@fresatechnologies.com](mailto:support@fresatechnologies.com).

### **Bulk Email**

The use of our "forwarding" network to send bulk email whether opt-in or otherwise, and the use of bulk email to promote a site on this network is strictly forbidden. Only users with a "hosting account" are permitted to send "opt-in" bulk email. If such email is reported to us as being spam, we will take appropriate action as described above. Our bulk mail rules also apply to mailing lists or mailing services you may contract with. The policy is stated as follows: An acceptable mailing list will be focused at a targeted audience that has voluntarily signed up for your e-mail information or that has made their e-mail address available for distribution of information from you. The list must also allow for automatic removal by all end Customers with non-distribution in the future. If your actions have caused our mail servers or IP address ranges to be placed on black hole lists or any other mail filtering software systems used by companies on the internet, you will be liable to a USD 1000 one-off charge, and USD 250 per hour for administrative charges incurred to remove and protect mail servers and IP ranges.

## Misuse of Resources

Including but not limited to employing applications which consume excessive CPU time, memory or storage space. Chat/IRC, web proxy and mailing list scripts are not allowed on our network under any circumstances. We reserve the right to action against any script that effects normal server operation or service to other Fresa Technologies customers. For example: CGI based message forums which use flat file databases are often found to use excessive system resources, to avoid disappointment please use a PHP/ASP message forum. The use of web cam applications which maintain a constant FTP connection uploading an image at regular intervals is forbidden. Databases are only to be used for Fresa Technologies hosted web sites, and no outside access will be granted. Customers are advised against using any sort of "from-mail" cgi script as such scripts are often insecure, and are targeted by spammers. If performing site backups or other server intensive procedures, we recommend these be carried out between the hours of 4am and 6am to minimize the risk of resource misuse.

## You agree to not use the Service to:

- a) Email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, indecent, seditious, pornographic, scandalous, inflammatory, blasphemous, in breach of confidence, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or which may cause annoyance or inconvenience.
- b) Impersonate any person or entity, including, but not limited to, any of our officials, our forum leader, guide or host, or falsely state or otherwise misrepresents your affiliation with a person or entity.
- c) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service.
- d) To post or transmit to this website for which you have not obtained all necessary licenses and/or approvals.

- e) Upload, post, email, transmit or otherwise make available any material that contains software viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or which causes the computer system or connection to slow down including without limitation spiders and scrapers; and/or
- f) Violates any applicable local, state, national or international law or which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability or otherwise be contrary to the law of or infringe the rights of any third party in India or any other country in the world including any regulations.

You acknowledge that we may or may not pre-screen Content, but that we may in our sole discretion prescreen, refuse, or move any Content that is available via the Service. Without limiting the foregoing, we shall have the right to remove any Content/email that in our view violates this Usage Policy or is otherwise objectionable in our opinion. You agree that you must evaluate, and bear all risks associated with, the use of any email and its Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of this Usage Policy in accordance with our Privacy Statement.

### **Denial of Service Attack**

Any Account launching a Denial of Service from our server(s) against any other server will be terminated without prior notice. Additionally, any Reseller account owner or dedicated server owner who is in violation of this policy will be charged a clean-up fee of USD 2500. This does not apply if any of your client accounts is in violation of this policy.

### **Server Exploitation**

Any user who is attempting or has attempted to successfully or unsuccessfully exploit any of our server's services, including but not limited to the http server, https server or ssh server, or attempting to gain root or administrator access will have their account terminated without notice. Additionally, any Reseller account owner who is in violation of this policy will be charged a clean-up fee of USD 2500. This does not apply if any of your client accounts is in violation of this policy.

### **Abusive Behavior against Staff**

We believe in professional communication, no matter what the issue is. We will not tolerate any abusive behavior, abusive language or threats against any Fresa Technologies staff member(s). By violating this policy, we reserve the right to permanently suspend or terminate your account(s) without prior notice and without any refund.

If you are unsure about content you intend to place on our network, please check with us before you do. We reserve the right to determine what constitutes acceptable use.