

Terms of Service Charles Server . A brand of Carlos Charles

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- **Privacy**

Charles Server will not sell, distribute, reveal, or otherwise make available any customer information. We contribute our time and help to anti-spam organizations. We are involved 100% in prosecuting spammers. Should we need to contact you directly regarding your specific account or service we will do so via email only. If you are a member of our mailing list; you may receive mailings from us, as required to receive server announcements. You are free to request to not receive notifications/emails at any time from within your user panel at our billing system or via email.

- **30 Day Guarantee Statement** [Shared and Reseller Accounts]

If for any reason you are unhappy with the services you receive from **Charles Server** during the first 30 days of service, you may request in writing via email that your services be discontinued at which time you will receive a full refund. You must also state a detailed reason as to why you are cancelling (as we request for any cancellation, no matter the time frame). We are the sole arbiter as to if your reason is a valid reason and if all possible steps were taken on your side and on ours to correct the situation causing the interest to cancel.

- **New Accounts**

All new web hosting accounts purchased on are not set up instantly by our system. It will be needing activation by a team member pending security check and you will receive two (2) emails including login details after your purchase activation. Due to unforeseen complications with various mail servers and any connection problems between your ISP and **Charles Server**, this process may sometimes be delayed.

- **Payments**

When you subscribe to our services, you are subscribing to a pre-paid service. All payments will be charged using PayPal, Bank Wire Transfer or Deposit. Renewal notices are sent several times via email from 30 to 0 days before the renewal date. Accounts 7 days past due will require a \$20.00 USD fee to enable. Accounts 15 days past due will be terminated and deleted from our servers. We only accept PayPal, Bank Wire Transfer or Deposit for payment of services at this moment. In the event that your yearly charge is denied and we are unable to contact you, then the aforementioned fees to enable your account shall apply. Please address any questions regarding payment to **Charles Server** sales department (sales@charlesserver.com).

- **Cancellations**

If you cancel your account and your payments still continue for any reasons such as:

- 1) by fault of **Charles Server** staff.
- 2) by fault of the payment processor.
- 3) by fault of any other payment collection company we are not responsible for any overdraft fees that are issued by your financial institution.

- **Overage Charges**

Our service plans are designed to accommodate the majority of usage scenarios given the needs of our customers. However, your usage may vary and require additional allocations, specifically in the areas of storage and traffic. We will never charge your card automatically if your account requires more resources. You must keep your email address updated within your cPanel/Helm Control Panel, so that you may receive an email when your account reaches certain limits determined solely by our system, i.e. bandwidth exceed warning at 90% at which time you may contact us to purchase a higher transfer quota for your account. If you do not contact us, the system will automatically suspend your site if your allotments exceed.

- **Refunds/Account Termination**

If, for any reason, **Charles Server** fails to deliver said services, a prorated refund will be issued. No refunds will be issued if abuse of our stated policies forces **Charles Server** to suspend or terminate your services prematurely.

In the event you request account cancellation, once your service has been cancelled your account will be

suspended from use. It will then be deleted within 15 days. If for any other reason your account becomes suspended and remains suspended it will be deleted after a 15-day period.

- **Content**

Charles Server believes in freedom of speech; however, any content (written, visual, or implied) in the following areas will not be tolerated and is grounds for immediate suspension of service (in most cases customer will be allowed a zip file of their files): racism or prejudice due to color, creed, or belief; profanity or obscene language towards anyone but yourself; any violent/malicious content. Using **Charles Server** services to advertise, transmit, store, post, display, or otherwise make available child pornography. **Charles Server** shall notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through our services. We Do allow legal Adult Content. We prefer that you self-govern your content and are responsible as to what your website provides. We do not have the resources and time needed to govern our servers constantly which have growing and evolving content. However, if **Charles Server** is made aware of any questionable content on a **Charles Server**-hosted site, we will address the concerns directly with you and seek an amiable resolution. If anyone contacts us about content they have found on a **Charles Server** server that copyrights their own material or that they wish to be removed, we require legal documentation to take any further action. We Do Not allow Web Proxy Services / Scripts or file hosting services on our Server. No remote uploading/processing scripts usage like rapidleech, Phpmusicsearch, rapidshare premium link generator, etc. are not allowed in our server. Torrent seeding using torrentflux or similar script may also cause a suspension in our network immediately. You are also not allowed to host an Image Hosting site with us which takes lots of cpu resources and abuse the server memory. If your site needs those kind of resources you might consider to purchase a Offshore-Hosting plan. Although, we do allow video streaming using FFMPEG on the server till you are in the acceptable cpu range, though if malicious material is found through a complaints from abuse department, certain action will be taken at an urgent manner. You are not allowed to run any cron less than 30 minutes.

- **Opt-in Email Marketing**

If you choose to engage in marketing your site and/or services via email please heed the following. The only permitted form of email marketing is that in which the list is "opt-in". By definition, opt-in is where people provide you with their email address specifically requesting to be on your email list for information about your site and/or service. If we find your account transmitting email to persons that did not authorize such activity, that is grounds to suspend and terminate your site. Note: On the flip side, the joining of an opt-in email list does not guarantee the legitimacy of such a list. Please contact us before taking any steps so that you will not be a victim of spam from second and third parties of such lists.

- **UCE, UBE, Spam**

Charles Server has a zero tolerance policy regarding unsolicited commercial email (UCE) and unsolicited bulk email (UBE) also known as "spam". The definition of spam:

An electronic message is "spam" IF:

- (1) the recipient's personal identity and context are irrelevant because the message is equally applicable to many other potential recipients; AND
- (2) the recipient has not verifiably granted deliberate, explicit, and still-revocable permission for it to be sent; AND
- (3) the transmission and reception of the message appears to the recipient to give a disproportionate benefit to the sender.

You will be cited with "UCE/UBE Abuse" if you send any email to persons who have not specifically asked to receive email from you. The sending origin of such email is irrelevant. Upon confirmation of abuse, any **Charles Server** customer engaging in this practice will have their service suspended. Not only does spam place a strain on the server that can negatively effect that server's uptime record and performance record, you subject that server to the possibility of being blacklisted.

If your site will be sending mailings out to subscribers, this is a checklist of what you are required to do:

- (1) You must not try to hide, forge or misrepresent the sender of the e-mail and sending site of the e-mail.
- (2) Bulk mailings must specifically state how the persons' e-mail addresses were obtained and must indicate the frequency of the mailing.
- (3) Bulk mailings should contain simple and obvious unsubscribe mechanisms. We recommend that this be in the form of a working link to a one-click unsubscribe system; however, a valid "reply to:" address may be used instead.
- (4) All subscription based e-mail must have valid, non-electronic, contact information for the sending organization in the text of each e-mail including either a phone number or physical mailing address.

(5) All bulk e-mail must be solicited, meaning that the sender has an existing and provable relationship with the e-mail recipient and the recipient has not requested not to receive future mailings from the sender.

Documentation of the relationship between the sender and the recipient must be made available to AOL upon request. Prohibited Uses of **Charles Server** Hosting Systems and Services Regarding Spam.

(6) Sending Unsolicited Bulk Email ("UBE", "spam"). The sending of any form of Unsolicited Bulk Email through **Charles Server** servers is prohibited. Likewise, the sending of UBE from another service provider advertizing a web site, email address or utilizing any resource hosted on **Charles Server** servers, is prohibited. **Charles Server** accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.

(7) Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by **Charles Server** customers must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email addresses from 3rd parties for mailing to from any **Charles Server** -hosted domain, or referencing any **Charles Server** account, is prohibited.

(8) Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at www.spamhaus.org.

- **Illegal or Unauthorized Access to Computers or Networks**

Accessing illegally or without authorization computers, accounts, or networks belonging to **Charles Server** or another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Engaging in any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

- **Liabilities**

Charles Server, makes no endorsement, claims, or promises regarding the services offered by our customers and will not be held liable for any disputes or claims against said customers. In no event shall **Charles Server** be liable for any direct, indirect, incidental, consequential, special and exemplary damages, or any damages whatsoever, arising from the use or performance of this web site or from any information, services or products provided through your web site. We are not responsible for any content on any server in our network and will not take any action against any questionable material or action until the website in question is brought to our attention by emailing us.