

Terms of Service (TOS) and Acceptable Use Policy (AUP)

GeeksResources.com reserves the right to change this Policy any time, so please, check this page at least once a month or when in doubt. GeeksResources.com strives to provide the best possible service to all our customers, but we will not tolerate any unlawful activity or abuse on our servers. We respect freedom of speech and expression unless it is harmful to others. These brief guidelines are imposed to protect you, other GeeksResources.com customers and us against such harm.

Payment Policies:

Payment is due monthly on the date in your welcome e-mail. Account will be suspended if payment is not received within 7 days of that date.

Account Cancellation:

You may cancel at anytime. There is a 30 day money back guarantee for new accounts. For existing accounts, a refund will only be issued if payment was made within the past 7 days.

Indemnification Policy:

You agree to use all GeeksResources.com services and facilities at your own risk. GeeksResources.com specifically disclaims all warranties of merchantability and fitness for a particular purpose. In no event shall GeeksResources.com be liable for any loss, or loss of data, or other commercial damage, including but not limited to special, incidental, consequential or other damages. Customer agrees that it shall defend, indemnify, save and hold GeeksResources.com harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against GeeksResources.com, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, it's agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless GeeksResources.com against liabilities arising out of:

- Any injury to person or property caused by any products sold or otherwise distributed in connection with GeeksResources.com's server.
- Any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party
- Copyright infringement

- any defective products sold to customer from GeeksResources.com's server.

In addition, GeeksResources.com is not liable for any interruption of service, or other service issues due to server malfunction, loss of Internet access, disruption of service outside of GeeksResources.com's control, acts of God/Nature and any type of terrorism.

GeeksResources.com shall be the sole judge of what violates this Policy.

SPAM Policy:

GeekResources.com 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 the GeeksResources.com network, by customers or any other users of the GeeksResources.com network (including customers' customers); AND/OR over ANY network— if the message sent advertises or mentions a site hosted on the GeeksResources.com server.

We react very 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 (a.k.a. "spam"), cross-posting messages to a large number of Usenet groups, posting obscene or threatening messages while using or referring to a GeeksResources.com email address or web site URL is prohibited. The use of GeeksResources.com servers as a mail drop for responses to activities described above is also prohibited. Accounts cancelled due to spam are subject to a "clean up" fee of \$500.

Content Policy:

All services provided by GeeksResources.com may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any United States Federal, State or City law is prohibited. This includes, but is not limited to: copyrighted material, trademark, intellectual property, material we judge to be threatening or obscene, or material protected by trade secret and other statute without proper authorization. The subscriber agrees to indemnify and hold harmless GeeksResources.com from any claims resulting from the use of the service which damages the subscriber or any other party.

Pornography and sex-related merchandising is prohibited on all GeeksResources.com servers. This includes sites that may infer sexual content, or links to adult content elsewhere. GeeksResources.com will be the sole arbiter in determining violations of this provision.

Also prohibited are sites that promote any illegal activity or present content that may be damaging to GeeksResources.com servers or any other server on the internet. Links to such materials are also prohibited.

Examples of unacceptable content or links:

GeeksResources.com does not host sites of its competitors or web pages promoting sites of its competitors. Any illegal activity, including adult content, links to adult content web sites, spamming or hacking will result in your site being shut down and all your files deleted without warning. GeeksResources.com will be the sole arbiter as to what constitutes a violation of this provision.

If your site breaks this Acceptable Use Policy, it may be suspended for a first time offense, and will have stricter actions if it is an extreme case or multiple time offense. Each occurrence is handled by a case by case basis and GeeksResources is committed to working things out with the client. GeeksResources will contact you if action is needed.