

## **Terms and Conditions**

For Tellover/Tellpe Webmail/mail, Hosting Service, Mini server, Tellpe Direct & Direct Plus and all services and products usage on Tellpe.com & tellover.com.

### **A. Tellpe Mail / Tellover mail**

Welcome to Tellover Webmail, an email gateway service from Tellover IT. The following are the terms and conditions (the "Agreement") for use of this Webmail service (the "Service"). Please read them carefully. Tellover IT may modify this Agreement from time to time.

## **1. MEMBER ACCOUNT, PASSWORD, AND SECURITY**

To use Tellover/Tellpe Webmail, you must be a Tellpe or Tellover's member (the "Member"). There's no restriction of where you'll be connecting from, thus enable you to access your mail from anywhere in the world (provided you have all the necessary equipment and services for Internet access). You are entirely responsible for maintaining the confidentiality of your account and password. Furthermore, you are entirely responsible for any and all activities that occur under your account.

## **2. MEMBER PRIVACY**

It is Tellover's policy to respect the privacy of its members. Tellover will not backup copy, monitor or disclose any private email message or address information, including its contents, without prior permission from the Member and it is the member's responsibility to copy or back-up their webmail contents. If Tellover is required by legitimate administrative purpose to hand over the contents, we can only handover the log details as all email contents are not kept on file other than in the members webmail, to access this we would need the members permission or a court order. Further we do not retain or acquire any members details or interest from their webmail for advertising purposes as we do not have any intentions now or later to advertise inside the members webmail, and therefore guarantee that we will to all to respect privacy interest or likes. You agree that Tellover may access your account, including its contents, as stated above or to respond to service or technical issues for you.

## **3. MEMBER CONDUCT**

The service is provided for Member's only. Each member is allowed one free account. Any unauthorized commercial use of the Service, or the resale of its service, is expressly prohibited. You agree NOT to: Send "SPAM" (unsolicited email in connection with Tellover Webmail directed to people not personally known to you, including but not limited to junk mail, chain letters or other unsolicited bulk email, commercial or otherwise). You are solely responsible for your content and acknowledge that Tellover Webmail act as a passive conduit for the transmission of your data. Sending unlawful, harassing, abusive, threatening, vulgar, harmful or otherwise objectionable material of any kind or nature is not allowed. Use the Service in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise) is not allowed. Defame abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others is not allowed. Publish, store or distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information is not allowed. Advertise or offer to sell or buy any goods or services for any non-personal purpose is not allowed on Tellpe/Tellover mail. Harvest or otherwise collect information about others, including email addresses,

without their consent is not allowed. Create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message is not allowed. Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a Service member any directory of our Service members or other user or usage information or any portion thereof other than in the context of your use of the Service as permitted under the terms and conditions is not allowed. Transmit or upload any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, or any other harmful or deleterious programs is not allowed. Transmit or upload any material that contains software or other material protected by intellectual property laws, rights of privacy or publicity or any other applicable law unless you own or control the rights thereto or have received all necessary consents is not allowed. Interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks is not allowed. Attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means is not allowed. Interfere with another member's use and enjoyment of the Service or another individuals or entity's use and enjoyment of similar services is not allowed.

#### **4. NUMBER OF ACCOUNTS**

The service is provided for Member's only. Each member is allowed one free account.

#### **5. ADVERTISING**

Tellover does not advertise in the member's email account, and will only advertise on pages external, including the information page: the page prior to accessing your inbox of each member's webmail account, thus ensuring each member's privacy and confidentiality.

#### **6. DISCLAIMER OF WARRANTIES**

USE TELLOVER WEBMAIL AT YOUR OWN RISK. IT'S PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TELLOVER EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

#### **7. BACKUP, COPY, AND PASSWORD**

Tellope/Tellover does not keep a copy of your password. So make sure you conserve it. Tellope/Tellover for your own security and ours does not keep a copy of your emails, nor make backups. This you may do yourself via the information page which provides you the facility to download all your emails onto your computer. All data in your webmail will remain there until your storage quota has been reached. Once filled it is for you to purchase a hosting account for adequate space, or new data will replace the old on your account. Meaning once filled the last month will replace the oldest month stored in your quota of 7GO and 25GO if you have purchased domain name with us. So think about upgrading your account or purchasing more space. Please note system failures are possible, when they do occur and are restored all the information in your webmail may be intake and on some occasions may be lost. So please backup or copy your information to your computer or one of our hosting accounts.

#### **8. PAYMENT OF ACCOUNTS**

This applies only to products and services' purchased via Tellope/Tellover.com and does not apply to free accounts. All payments must be made on or before date due. If payment is not received within 30 days after due date the account will be closed or suspended and

all data kept for a maximum of three months from date of cancellation, suspension or closure. Once this is applied, charges will be levied for the transmitting of this information to you. Thereafter, once the three month period has expired, all accounts, its data base and data will be cleared from our system.

## **9. VIOLATION OF REGULATIONS AND CLOSING ACCOUNTS**

We use the discretion to cancel, suspend or clear the account from our system for unpaid or non-payment of accounts or for a violation of one of or any of the regulations stipulated here without informing the subscriber prior to taking action. Depending on the level of the violation of our regulations or those violating the regulating of the pertaining government or communications authorities, we may inform subscribers before, however we have the right not to do so.

## **10. SERVICE CANCELLATIONS**

To cancel your service, please do so 15 days before expiration of one month subscriptions & for longer than one month, 30 days before the expiration of the service or the account will automatically be renewed in accordance with the initial subscription term and all amounts will be due immediately or in accordance with the payment terms we have accorded to you.

B. Hosting, mini servers, private servers, domain names, telephone, fax, video and any other service you find on Tellpe/Tellover.

All the above conditions apply.

C. Tellpe Direct & Tellpe Direct Plus products and services.

All the above and below conditions apply – and in addition the below.

## **11. ADVERTISING E-MARKETING**

Only allowed for Tellpe direct subscribers, meaning via the E-marketing manager on Tellpe Direct you may use legally gathered list to undertake a marketing/ advertising campaign by emailing or faxing via and only via your Tellpe Direct account and For the mailing your advertising campaigns we advice that you comply with the sending procedures stipulated in your Tellpe Direct account.

### **Mailing Lists Rules**

When you want to send emails to your customers from a list, you are not authorised to use Tellpe mail. This is an individual email system for personal use and not for mass emailing. Once you have subscribed to Tellpe Direct you will be limited by the type of package you buy. You should find a package to suit your needs and one of these will allow up to 5000 emails per hour, more than enough to undertake a large advertising campaign.

The detailed rules and conditions of Tellpe Direct are presented to you on your Tellpe direct mini server once you have subscribed, those conditions are to assist you in applying a effective legalised advertising campaign.

You are not to connect to our servers from another source, doing so is illegal and as we are the owners of our own material and employ and train our own IT engineers & developers, be assured we will trace you, block and ban you for life from Tellpe and report the matter. Please make the internet a better place to communicate and to do business. That is why we have developed Tellpe Direct which is a legalised

communications and advertising tool.

Please remember any unsolicited e-mailing which does not respect the right communications procedures, sent by an unregistered business or party and spam robots are not accepted. We take a zero tolerance stance against these forms of marketing or mailing. Failure to comply with all rules will result in termination of your account without notice. Any mailing list must comply with the guidelines established by your country of residence and that of your clients. For example the United States regulations may be found at: <http://www.ftc.gov>

All mailing lists must comply with all guidelines established by your country and for example those of the United States can be found at: <http://www.ftc.gov>. The SMTP mail sent directly is not allowed (ex Dark Mailer). Tellpe Direct complies with all regulations..

All mail must be relayed by the local MTA (local host: 25) for later delivery by the server and not done directly by scripts. Tellpe Direct complies with this.

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