



## Fair Use Policy

To maintain a high standard of service across for all users, the TwoBar Media, LLC ("Consultant") applies fair use limitations to certain offerings that are included as part of bundled service plans or individual services. These limitations are designed to prevent abuse, ensure equitable access to shared resources, and maintain performance, reliability, and support quality for all users.

### 1. Website Hosting

Website hosting is provided on a shared platform optimized for small to mid-sized business websites. The Client agrees not to use excessive server resources, including but not limited to CPU, memory, disk space, or bandwidth, in a way that negatively impacts other users on the platform. Examples of prohibited activities include:

- Hosting file archives, large media libraries, or download repositories.
- Running resource-intensive scripts or background processes.
- Using the hosting account primarily for email services or third-party storage.

The Consultant reserves the right to recommend hosting upgrades or enforce resource limits if usage consistently exceeds acceptable thresholds.

### 2. Email Services

Basic email services (such as forwarding and domain-based email routing) provided to the Client are subject to fair use limitations to maintain server stability, performance, and reliable deliverability. The fair use limitations for email services include:

- Email accounts or forwarders are intended for light to moderate business use only.
- The service is not intended for bulk mailing, marketing campaigns, or high-volume transactional emails.
- Mailboxes may have storage limits and should not be used for long-term archiving.
- Excessive email activity that affects server performance, blacklists the IP, or violates anti-spam guidelines may result in suspension or restriction of email functionality.

For advanced email needs (including large storage, team collaboration features, or enhanced deliverability) the Client is encouraged to use third-

party email providers such as Google Workspace or Microsoft 365. The Client may contact the Consultant to discuss integration support or alternative service options tailored to their specific email requirements.

### 3. Content Updates

Content update services provided to the Client are subject to fair use. This means the Consultant will make reasonable efforts to accommodate routine updates in a timely manner, if requests remain within the expected scope of day-to-day website maintenance. Fair use includes, but is not limited to:

- A maximum of one (1) hour of update labor per week.
- Routine content changes such as text edits, image replacements, blog or news posts, calendar updates, and basic page formatting.

Requests that require significant development effort, visual redesigns, custom integrations, or strategic consultation may fall outside the scope of fair use. In such cases, the Consultant may defer the request, provide a quote for additional services, or recommend handling the request under a separate project or service agreement.

### 4. DNS Hosting

DNS hosting services are provided to support the Client's domain name(s) and associated web, email, and third-party service configurations. These services are subject to fair use to ensure system stability, security, and maintainable support levels. Fair use limitations for DNS hosting include:

- DNS records must be reasonably related to active services maintained or supported by the Consultant.
- Excessive or unconventional usage (such as mass subdomain creation, frequent reconfiguration, or unsupported third-party integrations) may be restricted or subject to additional charges.
- Advanced DNS features (e.g., load balancing, failover routing, or geo-DNS) are not included unless expressly agreed upon in writing.
- Inactive or abandoned DNS zones may be removed following reasonable notice to the Client.

The Client is encouraged to coordinate with the Consultant when making DNS changes to ensure proper configuration and uninterrupted service.

## **5. Media Creation**

Media creation services such as video editing, photography, and sourcing of stock or B-roll footage may be included with certain service plans or projects. These services are subject to the following fair use limitations:

- Video Production: Standard services include basic editing, trimming, branding overlays, and the use of pre-approved stock footage. Complex animation, scripting, voiceover, or extended editing sessions may be quoted separately.
- Photography: On-site photography services, if offered, are limited to pre-scheduled sessions of reasonable duration. The Client is responsible for travel costs and location access, if applicable.
- B-Roll Footage: Provided footage will be royalty-free or stock-based and selected to match the Client's brand and needs. Requests for premium or exclusive content may incur additional licensing fees.
- Revision Limits: Up to two (2) rounds of revisions are included for media deliverables. Additional revisions may be billed at the Consultant's standard hourly rate.

The Client agrees to use media deliverables in accordance with applicable licensing terms. Excessive requests for custom media, rapid turnaround demands, or use of services beyond the intended scope may require a separate agreement.

## **6. Aerial Drone Work**

Aerial drone photography and videography services are subject to additional fair use considerations:

- Aerial operations are weather-dependent and must comply with all applicable laws and FAA regulations.
- Clients may request up to one (1) round of reshoots or major edits per video project.
- Locations requiring travel beyond the standard service area, special permits, or restricted airspace may incur added costs.
- Excessive direction changes, off-hour filming, or last-minute rescheduling may require a separate service agreement.

The Consultant reserves the right to assess requests that exceed fair use thresholds and may offer alternate arrangements or custom pricing for high-demand or complex projects.

## **7. Brand Identity and Strategy Services**

Brand identity and business strategy services are consultative offerings designed to support the growth, positioning, and visual consistency across marketing

channels of the Client. These services often involve creative development, collaborative sessions, and refinement over time, and are therefore subject to fair use limitations. Fair use limitations include:

- A reasonable number of strategy or consultation sessions
- Limited design concepts and revisions.
- Requests that result in frequent creative redirection, speculative design work, or rebranding outside the original project scope may require a separate service proposal.

Brand identity deliverables (such as logos, typography, color palettes, and brand guidelines) are intended for use in connection with the current business or organization of the Client. If the scope expands significantly (such as rebranding multiple entities, launching sub-brands, or requiring extensive market research) additional costs or timelines may apply.

The Consultant may recommend a custom engagement for projects that exceed these fair use limits or require intensive branding or strategic development.

## **8. General Use of Services**

The Client is expected to interact respectfully with support staff, submit reasonable requests, and avoid misuse of tools, features, or communication channels provided under their service plan. Abuse of services may result in throttling, suspension, or reassignment to a different service tier.

The Consultant reserves the right to determine what constitutes excessive or unreasonable use at its sole discretion and to take appropriate action to maintain overall service quality.

## **Contact Information**

If you have any questions about our Fair Use Policy, please reach out to us:

Mailing Address:

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## **Revision History**

August 4, 2025 – Originated document.