



### **(Acceptable Use Policy or "AUP")**

By using our web hosting services and/or email listserv programs, you agree to comply with our acceptable usage policy. We expect you to possess a basic knowledge of the Internet and computer function. We also expect you to have access to a computer which is connected to the Internet to use our services. The spirit of this policy is to guide you to use the SKL Services, Inc. service with due regard to the rights of other Internet users and in conformity with special SKL Services, Inc. network environment policies.

### **Illegal Usage**

SKL Services, Inc. Services may be used for lawful purposes only. Transmission, storage, or distribution of any information, data or material in violation of any applicable law or regulation is prohibited. This includes, but is not limited to: copyrighted material, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

Examples of Illegal, illegal, improper, or inappropriate purposes, but are not limited to:

- Pirated software
- Hackers programs or archives
- Warez sites
- illegal copyrighted MP3's
- IRC bots
- auto-dialing, predictive-dialing (may be referred to as "robo-dialing")
- continuous chat lines, extensive chat lines
- calling, messaging, emailing, storing, posting or transmitting harassing, threatening or abusive information
- conducting or forwarding surveys, contests, pyramid schemes, charity requests or chain letters
- making unsolicited calls if such unsolicited activities could reasonably be expected to or do in fact provoke complaints
- falsifying Customer or other identifying information provided to VirtualTone/SKL
- use of any Services for the purposes of engaging in an activity in connection or conjunction with any pornographic and/or adult entertainment industry purpose, regardless if such activity is lawfully permitted

- use of free conference calling or similar services that VirtualTone/SKL in its sole discretion deems to participate in traffic stimulation practices or schemes that result in excessive charges
- use of an open telephone line as a monitoring, intercom or similar service
- repetitive and/or continuous messaging or calling to the same destination or number if such activity could reasonably be expected to or do in fact provoke complaints
- long duration calls (defined as calls to the same number in excess of four continuous or cumulative hours within a 24 hour period) and/or calls placed to specific numbers / destinations for the purpose of generating charges or fees for or with a third party
- use of call Services which do not consist of uninterrupted live human voice dialog by and between natural human beings
- restricting or inhibiting any other Customer or any other person from using the Services
- engaging in any of the foregoing activities by using the services of another provider or third party and channeling such activities through an account provided by VirtualTone/SKL, or otherwise involving the Services or any VirtualTone/SKL account in any way with or without another provider or third party for the purpose of facilitating the foregoing activities.

The subscriber to SKL Services, Inc. service agrees to indemnify and hold harmless SKL Services, Inc. from any claims resulting from the use of the service that damages the subscriber or any other party.

SKL Services, Inc. will be the sole arbiter as to what constitutes a violation of this provision.

### **Adult Content**

Due to special system and network requirements of adult oriented sites, pornography and sex-related merchandising are prohibited. This includes sites or emails that may infer sexual content, or links to adult content elsewhere. This is also true for sites and email lists that promote any illegal activity or content that may be damaging to our servers or any other server on the Internet. Links to such materials are also prohibited.

### **Security**

Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples include, but are not limited to the following: Unauthorized access, use, probe, or scan of a systems security or authentication measures, data or traffic. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Forging of any TCP/IP packet header or any part of the header information in an email or a newsgroup posting.

### **Server Resource**

Any website that uses a high amount of server resources (such as, but not limited to, CPU time, memory usage, and network resources) will be given an option of either paying extra (which

depends on the resource needed) or reducing the resource used to an acceptable level. SKL Services, Inc. shall be the sole arbiter of what is considered to be a high server usage level.

All shared web hosting accounts come with an initial minimal file allowance of 5000 files per domain. Each block of 5000 files after the initial 5000 will be charged at rate stated in your control panel. Any hosting account deemed to be adversely affecting the server performance or the network integrity will be shut down without prior notice.

### **CGI Scripts**

CGI script sharing with domains not hosted by SKL Services, Inc. is not allowed. Any cgi-scripts deemed to be adversely affecting the server performance or the network integrity will be shut down without prior notice.

### **Chat Rooms**

SKL Services, Inc. does not allow clients to install their own chat rooms. Chat rooms tend to be large system hogs and we cannot permit it as an account option. SKL Services, Inc. does provide a choice of Java chat rooms for a small extra charge that should meet most users' needs and run without hindering the performance of the machine of our servers.

### **Background Running Programs and Chron Jobs**

SKL Services, Inc. may allow programs to run in the background. These programs will be considered on an individual basis and extra charge will be incurred based on system resources used and operational maintenance needed. If you wish to run background programs please contact us at [via the contact form](#) before doing so.

### **IRC**

SKL Services, Inc. does not allow IRC or IRC bots to be operated on our servers.

### **UCE (Unsolicited Commerce Email) - SPAM**

Spamming, or the sending of mass unsolicited email, from or through a SKL Services, Inc. server or using an email address that is maintained on a SKL Services, Inc. machine is STRICTLY prohibited. SKL Services, Inc. will be the sole arbiter as to what constitutes a violation of this provision. If you engage in any of the foregoing activities using the service of another ISP or IPP, but channeling activities through a SKL Services, Inc. server as a mail drop for responses, you are in violation. Violators will be assessed a minimum of **\$200.00** fine and will face an immediate suspension.

### **Server abuse**

Any attempts to undermine or cause harm to a SKL Services, Inc. server or customer of SKL Services, Inc. is strictly prohibited.

Any sub-networks of SKL Services, Inc. and dedicated servers must adhere to the above policies. The failure to meet or follow any of the above guidelines are grounds for account deactivation. We reserve the right to remove any account without prior notice.

### **Software Distribution**

SKL Services, Inc. virtual Web Hosting accounts are not to be used for the purposes of distributing software and multimedia products. If you wish to distribute software and/or multimedia files, please contact [via the contact form](#) for special arrangement.

### **Multimedia Files**

Multimedia files are defined as any graphics, audio, and video files. SKL Services, Inc. Web Hosting accounts are not to be used for the purposes of distributing and storing unusual amount of multimedia files. Any Web site whose disk space usage for storing the multimedia files exceed 70% of its total usage, either in terms of total size or number of files, will be deemed to be using unusual amount of multimedia files.

### **Actions Taken by SKL Services, Inc.**

The failure by a customer to meet or follow any of the above Terms of Use is grounds for account deactivation. SKL Services, Inc. will be the sole arbiter as to what constitutes a violation of the Terms of Use. SKL Services, Inc. reserves the right to remove any account without prior notice.

When SKL Services, Inc. becomes aware of an alleged violation of its Terms of Use, SKL Services, Inc. will initiate an investigation. During the investigation, SKL Services, Inc. may restrict a customer's access in order to prevent further potentially unauthorized activity. Depending on the severity of the violation, SKL Services, Inc. may, at its sole discretion, restrict, suspend, or terminate a customer's web hosting account and/or pursue other civil remedies. If such violation is a criminal offense, SKL Services, Inc. will notify the appropriate law enforcement authorities of such violation.

SKL Services, Inc. does not issue credits for outages incurred through service disablement resulting from Terms of Use violations.

SKL Services, Inc. customers agree to indemnify and hold harmless SKL Services, Inc. from any claims resulting from the use of our services that damages them or any other party. The SKL Services, Inc. service is provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. SKL Services, Inc. expressly disclaims any representation or warranty that the SKL Services, Inc. service will be error-free, secure or uninterrupted. No oral advice or written information given by SKL Services, Inc., its employees, licensors or the like, will create a warranty; nor may you rely on any such information or advice. SKL Services, Inc. and its partners and suppliers will not be liable for any cost or damage arising

either directly or indirectly from any transaction or use of the service.

**Modification**

SKL Services, Inc. reserves the right to add, delete, or modify any provision of its Terms of Use at any time without notice.