



Web Hosting Terms and Conditions

****Please read CAREFULLY and copy/print for your records!!!!

This Agreement (this "Agreement") sets forth the terms and conditions of your use of SKL Services, Inc., ("SKL Services") hosting services. You certify that you are at least 18 years of age. To become a SKL Services account holder, you must read and agree to be bound by all terms and conditions of this Agreement, the fee schedules on the Online Order forms and any policies that are or may be published by SKL Services. This agreement will become effective when accepted by SKL Services. By posting notice 30 days in advance at a web page available on our web site (<http://www.sklservices.com>), SKL Services may modify the terms and conditions of this Agreement or the prices of its services, as well as discontinue or change the services offered. You will be bound by the modified Agreement, prices and/or policies if you continue to use the services.

Scope of Services and Your Obligations:

This Agreement defines the terms and conditions of SKL Services's services as offered by SKL Services and used by you, including the provision of any hosting services on SKL Services's servers, colocation and connectivity to the Internet (the "Services"). SKL Services will provide the Services for the amount of server storage, space selected, and any other services in exchange for payment of fees and full compliance with the terms and conditions of this Agreement. In performing the Services, SKL Services maintains control and ownership of any and all Internet protocol ("IP") numbers and addresses that may be assigned to you and reserves the right to change or remove any and all IP numbers and addresses at its sole discretion.

SKL Services reserves the right to monitor its systems electronically and to access and disclose any information as permitted or required by any law, regulation or other governmental request to operate its systems properly, to protect itself or its accountholders or for any other reason it in good faith deems necessary. SKL Services will fully cooperate with law enforcement authorities in investigating suspected lawbreakers and reserves the right to report to law enforcement any suspected illegal activity it becomes aware of. It is not SKL Services's intention that its Services or facilities be used in contravention of the Communications Decency Act of 1996 (the "CDA") or any other applicable law.

You agree to comply with the requirements of the CDA and the Digital Millennium Copyright Act (the "DMCA") and acknowledge that SKL Services is a "service provider" under the DMCA and is therefore immune from liability under the DMCA, including 17 U.S.C. § 512. Consistent with the DMCA, SKL Services will accommodate standard technical measures used to identify and protect copyrighted works, and, as further described herein, SKL Services has a policy of terminating accountholders who are copyright infringers.

Websites are unmodified forums containing the personal opinions and other expressions of the persons who post entries on a wide range of topics. Neither the content of websites located on SKL Services's servers nor the links to other websites are screened, approved, reviewed or endorsed by SKL Services. SKL Services is not a publisher of any of the content of websites, or of any content that may be available through the links to and from them, and is acting solely as an Internet web-hosting service provider. The text and other material on such websites are the opinion of the specific author and are not SKL Services's statements of advice, opinion or information.

Payment Policies, Fees, and Refunds:

THE BILLING SYSTEM IS TOTALLY AUTOMATED AND DOES NOT NOTIFY THE CUSTOMER EXCEPT BY RECEIPT OF PAYMENT FOR CREDIT CARD CUSTOMERS. IT IS THE CUSTOMERS RESPONSIBILITY TO MONITOR THE BILLING SYSTEM BEFORE CHARGES ARE BILLED. CUSTOMER CHARGES ONCE BILLED ARE NON-REFUNDABLE ONCE CHARGED.

For payments, SKL Services, Inc., accepts MasterCard, Visa, AMEX or Check (Except Web Hosting) for monthly accounts. SKL Services, Inc., accepts company check, money order, or wire transfers for prepaid annual accounts. On all accounts, SKL Services, Inc. requires a minimum of one month contract.

Full payment is required before any hosting service is rendered, which includes renewals. All payment-due notices will be sent by electronic mail. No bills or invoices will be sent by postal mail or fax. Prepayment is due each anniversary (one month, one year) following the date the account was established. Billing will continue until you cancel your hosting account. You may cancel at anytime. As a policy, we do not offer credits or refunds for hosting once your credit card payment or check payment has been received. Domain registration fees and setup fees are also nonrefundable.

Any account/customer with SKL Services has a no refund policy. Once SKL Services has received a signed order via email or fax there is no refunds. Accounts closed for violating the restrictions policy also do not qualify for a refund.

Domain registration/setup fees are nonrefundable. The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies SKL Services of cancellation. All monetary transactions are in \$US dollars. Additional features can be added at any time. Monthly feature prices are not prorated. SKL Services reserves the right to change prices at any time.

If your hosting service has an overdue balance, our billing system will suspend your account until you pay the overdue balance. Please note that it is YOUR responsibility to keep your account current.

NOTE: SKL Services charges a \$25.00 fee for returned checks and a \$75.00 fee for charge backs. For international customers, if you are sending a check or money order the amount must be drawn in US dollars at a US bank. You may cancel at anytime. Phone requests will not constitute acceptance of any cancellation. Notification of cancellation must be received at least five business days prior to your cycle date, with the cycle date being the day of the month you signed up, in order to avoid charges in full for the next cycle. It is the Client's Responsibility to secure email confirmation from SKL Services that the account has been cancelled. If the client has not yet received email confirmation of account cancellation, then the account remains active, and you will continue to be invoiced.

SKL Services, Inc., may amend the rates and charges for any future server usage and/or services at any time.

Terms:

The validity, terms, performance and enforcement of this Agreement shall be governed and construed by its provisions and in accordance with the laws of the State of Texas, County of Wharton (without regard to conflicts of law principles).

Indemnification Policy:

You agree to use all SKL Services services and facilities at your own risk. SKL Services specifically disclaims all warranties of merchantability and fitness for a particular purpose. In no event shall SKL Services be liable for any loss, or loss of data, or other commercial damage, including but not limited to special, incidental, consequential or other damages. BY ACCEPTING THIS AGREEMENT, YOU AGREE TO WAIVE AND HOLD SKL Services HARMLESS FROM ANY CLAIMS RELATING TO ANY ACTION TAKEN BY SKL Services. CUSTOMER AGREES THAT IT SHALL DEFEND, INDEMNIFY, SAVE AND HOLD SKL Services HARMLESS FROM ANY AND ALL DEMANDS, LIABILITIES, LOSSES, COSTS, CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES ASSERTED AGAINST SKL Services, 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, ITS AGENTS, EMPLOYEES OR ASSIGNS. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SKL Services AGAINST LIABILITIES ARISING OUT OF:

- (1) any injury to person or property caused by any products sold or otherwise distributed in connection with SKL Services's server;
- (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party;
- (3) copyright infringement and
- (4) any defective products sold to customer from SKL Services' server.
- (5) Loss of revenue

SKL Services shall be the sole judge of what violates this Policy.

Account Cancellation:

To cancel your account, please follow these instructions. You may cancel at anytime. As a policy, we do not offer credits or refunds for hosting. Domain registration fees and setup fees are nonrefundable. Cancellations may only be made by the primary contact person on the account. If you terminate the Services before the end of the Initial Term or the Renewal Term, whichever is then applicable SKL Services, Inc. will not refund to you any fees paid in advance of termination.

If Client has a balance due at the time of cancellation, this balance must be paid in full. Cancellation does not absolve Client of any outstanding financial obligations. All SKL Services accounts must be paid in full before the cancellation will be considered complete.

Transferring your account to another provider or nonuse of your SKL Services account does not constitute canceling your account with SKL Services. You MUST notify SKL Services to formally cancel your account and avoid further charges. You can download the cancellation form at <http://www.sklservices.com/billing/cancellation.htm>.

Fax the cancellation request form to (281) 754-4436; please include your domain name, website address (if applicable) and customer ID/password on the form for the fastest processing of your request. Please include your contact information in case we need to get in touch with you. You can also mail the cancellation request to:

SKL Services, Inc.
Attn: Billing Department
P.O. Box 966
Alvin, TX 77512-0966

For Fax and Mail option, please print out the cancellation form found here. If printing it is not possible, make sure you provide all the information requested on the form. Please make sure you fill in all the required fields.

Account Changes:

Most account maintenance issues can be handled in your Control Panel. Simply access your control panel and click on "Billing Information". If you need to cancel your account, please see our instructions for canceling an account. There is a one-time correction fee of \$25 for replacing an existing account domain name with another domain name, whether from spelling error(s) or other reasons. This does not include the standard cost of assigning a domain name.

Account Ownership:

SKL Services is only responsible to the present owner of the account. We verify ownership by credit card number (if paid for by credit card), name, address, email address, username and password. If you give this information to any other party or give access to your email address on your account to another party, you risk having your account and any other information on your account changed and/or deleted. We are not responsible for any information on your account should you reveal this information to another party who causes damage to your account and/or Web site.

If you are a Web designer and you are not the person paying for the account we advise you to receive payment for your work before you publish it to our servers. Once the Web site is published to our servers the account owner has retained ownership of that content.

We reserve the right to refuse service to anyone for any reason not prohibited by law. Also we reserve the right to terminate service to any customer for any reason not prohibited by law. Any deliberate attempt to cause damage to SKL Services or any other Internet servers will result in immediate account deactivation without prior notice. No refund is given in this case.

Reporting Alleged Copyright Infringement:

In notifying us of the alleged copyright infringement, please be sure to include the following information:

...a description of the copyrighted work that is the subject of the claimed infringement (if multiple works are being infringed at a single site, a representative list of such works at that site is adequate);

...a description of the infringing material and information sufficient to permit SKL Services to locate the material; contact information for you, including your address, telephone number and/or email address;

...a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, or its agent, or the law;

...a statement by you, signed under penalty of perjury, that the information in the notification is accurate and that you have the authority to enforce the copyrights that are claimed to be infringed; and

...a physical or electronic signature of the copyright owner or a person authorized to act on its behalf.

Failure to include all of the above-listed information may result in a delay of the processing of your complaint. SKL Services Inc., will terminate the online privileges of users who infringe the copyright of others.

For more information on the Digital Millenium Copyright Act please visit this website address - <http://www.loc.gov/copyright/legislation/dmca.pdf>

Domain Registration/transfer:

It is your responsibility to verify that the registration of your domain name is complete. And, when the domain name registration comes up for renewal, the Domain Name Registration Company ordinarily will email the contact for your domain to remind you it will soon expire. If you do not keep your domain name's registration current, then the domain registration will expire and the domain would then become available for others to register. It is your responsibility to be certain that you keep your domain name registered.

Email Policy:

SKL Services may not be the source, intermediary, or destination address involved in the transmission of any unsolicited email, email bombs, hate email, or any mass email. Your email account may not be referenced as originator, intermediary, or reply-to address of any such email. SKL Services will be the sole arbiter in determining violations of this policy.

Client is responsible for keeping email storage on their account below the mail quota as specified in their account plan. This is normal for most accounts since email is typically downloaded from the server on a regular basis using an email client such as Outlook, Outlook Express, Netscape or Eudora.

SPAM Policy: Sites may be suspended without notice for a violation. We have a Zero Tolerance Spam Policy

SKL Services is committed to a zero-tolerance anti-Spamming policy. Under this policy, we prohibit Spam, or any unsolicited commercial email, from being sent:

...Over the SKL Services network, by customers or any other users of the SKL Services network (including the customer's employees and own clientele).

...AND/OR over ANY network if the message sent advertises or mentions a site hosted on the SKL Services network.

SKL Services will react quickly and seriously to violations, and 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 an SKL Services email address or web site URL is prohibited. The use of SKL Services servers as a mail drop for responses to activities described above is also prohibited. Accounts canceled due to violations of the spam policy will be billed a "clean up" fee of \$500. SKL Services reserves the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee or any charges incurred for blacklist removal. This cost of the clean up fee is entirely at the discretion of SKL.

If you have any complaints or comments regarding Spam on our network, please direct them to our staff at support@sklservices.com.

Content Policy: Sites may be suspended without notice for a violation.

All services provided by SKL Services 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, or material that advocates or calls for the commission of crimes or civil harm. The subscriber agrees to indemnify and hold harmless SKL Services from any claims resulting from the use of the service which damages the subscriber or any other party.

Pornography is prohibited on the SKL Services network. This includes sites that may infer sexual content, or links to adult content elsewhere. SKL Services 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 the SKL Services network or any other server on the Internet. Links to such materials are also prohibited.

Examples of unacceptable content or links include pirated software, hacker programs or archives and warez sites

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.

SKL Services will be the sole arbiter as to what constitutes a violation of this provision. SKL Services will fully cooperate with law enforcement authorities in investigating suspected lawbreakers and reserves the right to report to law enforcement any suspected illegal activity it becomes aware of. It is not SKL Services's intention that its Services or facilities be used in contravention of the Communications Decency Act of 1996 (the "CDA") or any other applicable law.

Custom Scripts Policy:

Customers using 3rd party web utilities and/or scripting tools must ensure that their scripts do not disrupt the normal function of the SKL network. You may not use SKL Services' servers and your web site as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding,

packet corruption, denial of service, or other abusive activities. Server hacking or other perpetration of security breaches is prohibited and SKL Services reserves the right to remove sites that contain information about hacking or links to such information. Use of your web site as an anonymous gateway is prohibited. SKL Services prohibits the use of software or scripts run on its servers that cause the server to load beyond a reasonable level, or take them down entirely. SKL Services reserves the right to remove Your web site temporarily or permanently from its virtual dedicated servers if SKL Services is the recipient of activities that threaten the stability of its network. If SKL Services determines that your site has repeatedly disrupted normal network functionality, or taken down a server entirely, then SKL Services may terminate the account. No refund is given in this case.

Security Policy:

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.

Chat Policy:

SKL Services does not allow chat rooms. You can however link your site to a chat provider. Some examples of chat providers are: www.humanclick.com, www.liveperson.com, and www.livehumanhelp.com.

Traffic Policy:

SKL Services account plans allow for generous amounts of traffic. However, we reserve the right to charge additional fees for exceeding the bandwidth limit for your account plan. If this amount is exceeded, the account will automatically be charged if on a credit card payment plan. If paying by check, the account must be paid within 15 days of the billing date, or the account will be subject to suspension.

Backups:

SKL is not responsible for files and/or data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on SKL servers. SKL does backups weekly as a courtesy, and backups of new/changed data made nightly. No guarantees are made of any kind, either expressed or implied, as to the integrity of these backups. It is the client's responsibility to maintain local copies of their web content and information. If data loss occurs due to negligence of client in securing their account or by an action of the client, SKL Services will attempt to recover the data from the most recent archive at the current hourly rate for technical services.

Telephone Support:

Client agrees to use the online Support Center located in their control panel for technical support issues. SKL Services does offer telephone support to clients. However, if the problem is not due to an SKL-related issue, technical support calls are subject to the current hourly rate. If the call is regarding web development or web design, the call is subject to the current hourly rate for web design technical services.

Reseller Accounts:

An SKL Services reseller is bound by the same terms and conditions as outlined above in this EULA. The reseller's clients must also adhere to the same terms and conditions as outlined above, and the reseller is responsible for their clients' adherence to the SKL Services EULA. Actual or attempted violations of policy by a reseller's client shall be considered violations of the policy by the client regardless of intention and will be acted upon accordingly.

If a reseller client is found to be in violation of the terms and conditions of the SKL Services EULA, the reseller must resolve the violation within 24 hours of notification by SKL Services. If the issue is not resolved within this time period, SKL Services reserves the right to suspend the client. If the reseller restores the client account without approval from SKL Services, the reseller may be suspended as well.

If a reseller client's site is disrupting the SKL Services network as outlined in the Custom Scripts Policy, SKL Services will immediately suspend the reseller client and notify the reseller of the violation. The reseller must resolve the violation with their client before the client account can be restored.

SKL Services is not responsible for providing support to the reseller's clients. The reseller is responsible for maintaining their own trouble ticket system provided to them in the reseller package.

Uptime Guarantee:

If our servers are not up 99.5% of the time, please go to our Support Center and open a support ticket.

Contact Us:

Contact us via email at support@sklservices.com if your question was not answered in this Agreement.