

## Skylight Webworks Web Hosting

### Terms of Service

Agreeing to Skylight Webwork's Terms of Service is mandatory to use the hosting services. If you have any questions, please contact us.

### Billing

Hosting is billed on a yearly basis. If you pay by PayPal and choose to subscribe, your PayPal account will be charged automatically for renewal unless you've made other arrangements with us. If you choose to pay by check or credit card, we will send you an invoice via email, which is due within 15 days of receipt. You will receive a reminder when it becomes overdue, and your account will be suspended if the invoice is overdue more than 30 days.

**Refunds:** If you are not satisfied within your first 30 days I am happy to provide you with a full refund.

**Cancellations:** If you cancel after the first 30 days, you will receive a refund of any unused whole months that are left in your account, from the date you signed up. For example, if you sign up on May 20 and cancel on July 3, you will be refunded the amount from July 20 to April 20 of the next year (9 whole months). We do not refund partial months or do pro-rated billing.

**Payments:** You may pay with Visa or MasterCard, through Paypal, or via check. Your account will be set up and your welcome email with your login information will be sent upon receipt of payment.

**Late Payments:** All accounts are billed according to the date on which they were first activated. All payments are due within 10 days of receipt of invoice. Accounts that are past due may be disabled on an individual basis solely at our discretion.

**Paypal Subscription Cancellations:** If you subscribed to hosting and chose to pay via Paypal subscription and if your subscription is cancelled, your hosting account may be suspended until the subscription is re-created or you make other arrangements for payment (ie send a check or send money direct with PayPal). If your monthly PayPal subscription is cancelled and re-created several times, you will be asked to pay with a different payment method.

***Your web hosting account may be suspended until all overdue unpaid balances for Skylight Webworks web design and web maintenance services are paid in full.***

## Acceptable Use Policy

All services provided by Skylight Webworks 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, material judged to be threatening or obscene, or material protected by trade secret and other statute. You may not host content of the following nature:

- Content related to hacking, cracking, and warez.
- Content promoting hate crimes, discrimination, homophobia, racism, or violence.
- Pornography. This includes sites that include sexually explicit or hardcore images and/or advertising.
- Illegal content.

**Downloads:** You may host software downloads only if you are the writer and copyright holder or have written permission from the owner to host them. Our server does not support streaming audio and video. Audio and video files may be hosted for regular download as long as they do not violate copyright laws. If you think your site may violate these Terms Of Service, please ask before signing up for an account so that we may determine if we can host your site. Skylight Webworks reserves the right to determine what is and is not an acceptable website according to this acceptable use policy. We don't allow any conduct that violates regulations, or normally accepted practices within the Internet community, whether or not expressly mentioned in this Terms of Service.

**CGI Scripts:** Each account comes with its own cgi-bin. You are free to use any CGI scripts you wish that are not banned, however we reserve the right to disable any CGI script that effects normal server operation without prior warning. **Banned Scripts:** The following scripts are banned from use on the servers and may not be uploaded or run. Reasons for banning them include adverse effects on server load, invitations to hackers/spammers/criminal activity, etc.

- IRC or IRC egg drops or bots
- Proxy servers
- Mail bombers
- Anonymous mailers
- IP spoofers
- Port scanners
- nph-proxy
- UBB (Ultimate Bulletin Board, all versions)
- Ikonboard, Yabb (all versions)
- Istmrge.cgi
- FormMail.cgi, FormMail.pl from Matt's Script Archive are not allowed, nor or any scripts which are based on them (for instance, a simple port to PHP). Secure alternatives: HiQFormMail, Secure PHP Form Mailer Script

**Background Running Programs:** Background daemons in general are prohibited.

**Spam:** Skylight Webworks servers may not be the source, intermediary, or destination address involved in the transmission of spam, flames, phishing, fraud, or mail bombs. Your domain may not be referenced as originator, intermediary, or reply-to address in any of the above. SPAM /illegal content advertising sites on other servers which in turn contain links to a domain on the servers is prohibited. Spam is any mass unsolicited message in the mediums of newsgroups and/or email. If you are found to have spammed, then your domain will immediately, without warning, be disabled. We reserve the right to refuse or cancel service to known spammers. Lastly, we reserve the right to determine what violates this policy. Any violation will result in immediate deactivation of services without refund.

**Server Abuse:** Any attempts to undermine or cause harm to a server is strictly prohibited.

**Accounts Reinstatement:** Accounts and domains deleted due to violation of this acceptable use policy cannot be reinstated.

**Refusal of Service:** We reserve the right to refuse, cancel, or suspend service at our sole discretion.

The acceptable use policy is actively and strictly enforced. Offending content or users are suspended from the network, usually as soon as they are discovered.

## Liability

Use of Skylight Webwork's services is at the customer's sole risk, we make no warranties.

**Backup:** Skylight Webworks is not responsible for backups for MySql databases. Subscriber acknowledges that they will backup their own databases from the backup utility provided from their control panel. Skylight Webworks will however do other backups of websites, images, cgi-bin, mail, etc. However, backups are performed as a courtesy and we are not responsible for damages due to loss of data.

Subscriber acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the company and that damages resulting from any interruption of service are difficult to ascertain. Therefore, subscriber agrees that the company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the company. Subscriber further acknowledges that the company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by subscriber for services during the period damages occurred.

In no event shall the company be liable for any special or consequential damages, loss or injury.

**Indemnification:** Customer agrees that it shall defend, indemnify, save and hold Skylight Webworks and its associates harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Skylight Webworks, 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 Skylight Webworks against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Skylight Webworks services; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party and (3) copyright infringement.

**Limitation of Liability:** Skylight Webworks shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from Skylight Webworks servers going off-line or being unavailable for any reason whatsoever. Furthermore, Skylight Webworks shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of Skylight Webworks servers. All damages shall be limited to the immediate termination of service.

Skylight Webworks cannot be held liable for system downtime, crashes, or data loss. We cannot be held liable for any predicted estimate of profits in which a client would have gained if their site was functioning. Certain services provided by Skylight Webworks are resold. Thus, certain equipment, routing, software, and programming used by Skylight Webworks are not directly owned or written by Skylight Webworks. Moreover, Skylight Webworks holds no responsibility for the clients' use of their accounts.

Skylight Webworks retains the right to change any or all of the above policies and disclaimer without notification.