

Terms of Service / Acceptable Use Policy

Skypanther Studios provides World Wide Web site hosting and development services. Hosting is subject to the terms of service / acceptable use policy described in this document. Skypanther Studios reserves the right to cancel or suspend a customer's account if they breach this AUP.

You agree that you, as the person legally responsible for all use of this account, are at least 18 years of age. If you are under 18 years of age, you need to have parental consent in order to sign up, and the account must be ordered by a parent or guardian, in their own name. You agree to supply Skypanther Studios with a current and truthful name, postal address, email address and telephone number for our records, and you have a continued obligation to keep this information current. You also agree that you are an authorized user of any credit card that you supply to us or our payment partner(s), and you understand and agree that we have an obligation to fully investigate any possible fraudulent credit card use.

Illegality in any form, including but not limited to activities such as unauthorized distribution or copying of copyrighted software, violation of U.S. export restrictions, harassment, fraud, trafficking in obscene material, drug dealing, and other illegal activities, is prohibited on your site. Violation will result in immediate termination without refund.

No warranties

Skypanther Studios makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by Skypanther Studios or its agents or employees shall create a warranty. Skypanther Studios provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall Skypanther Studios be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or for third parties' use of the service to access your Web space, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If an account holder charges back for services rendered, a \$50.00 charge back fee will be added to the amount charged back by the customer.

Resource Usage

Users may not:

- a) Run any process that requires more than 5Mb of memory space, more than 15 CPU seconds, or use more than 5% of all available system resources at any time.
- b) Run any type of interactive real-time chat applications that require server resources. Remotely-hosted services are fully allowed.
- c) Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
- d) Run any software that interfaces with an IRC (Internet Relay Chat) network.
- e) Send more than 100 emails per day per mailbox, unless specifically pre-authorized.

Spamming

Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is expressly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site or distributing, advertising or promoting software or services that have the primary purpose of encouraging or facilitating unsolicited commercial E-mail or spam.

The Customer shall be held liable for any and all costs incurred by Skypanther Studios as a result of the customer's violation of these terms and conditions. This is including, but is not limited to, attorney fees and costs resulting from Postmaster responses to complaints from and the cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations. First violations will result in a Cleanup Fee of \$200 and the customer's account will be reviewed for possible immediate termination. A second violation will result in Cleanup Fee of \$400 and immediate termination of the customer's account. The Customer who violates this policy agrees to also pay Investigation Fees of no more than \$125 per hour that Skypanther Studios personnel must spend to investigate any violations.

Account Use

Skypanther Studios does not allow any of the following content to be hosted:

- a) **Illegal Material** - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any Federal, State or Local regulation.
- b) **Adult Material** - Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of Skypanther Studios
- c) **Warez** - Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking. IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.
- d) **Other Material** - Any material we feel to be abusive, or that affects or could affect the operation of the service and/or affect other internet users. The designation of "abusive" is left entirely to the discretion of Skypanther Studios. All rights reserved.

Backups and Data Loss

Skypanther Studios is not responsible for files and data residing on your account, whether in the form of static files or contained in databases. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Skypanther Studios servers.

Cancellation and Refunds

Customers may cancel their account at any time. Skypanther Studios gives you an unconditional 7 day money back guarantee. Refund requests after 7 days will not be negotiated. Accounts cancelled/terminated by Skypanther Studios do not qualify for the 7 day money back guarantee. Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, cancelled and signed up again, you will not be eligible for a refund or if you have opened a second account with us.

Accounts where a domain is purchased through Skypanther Studios do not qualify for the money back guarantee on the domain name. A refund will only be given for the account and not the domain name in this circumstance. All cancellations must be sent one week (7 days) prior to the date you wish to terminate your account to tim@skypanther.com Accounts terminated with less than 7 days notice will result in your account being charged for that month of service.

All accounts are subject to verification.