

Terms of Service  
Skdedicated.com

### **POLICY AND SERVICE GUIDELINES (ToS - Terms of Service)**

Skdedicated provides dedicated servers to many different kind of clients. Therefore we have the responsibility to protect each of our clients and their interests and to provide the best services available. The following guidelines were designed to ensure that these obligations are met.

FURTHERMORE, these Policies, Guidelines, and Disclaimer are intended for all services residing on Skdedicated servers or affiliates.

#### **Content:**

All services provided by skdedicated may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of Dutch, European or International export restrictions is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by trade secret and other statute. The subscriber agrees to indemnify and hold harmless skdedicated from any claims resulting from the use of the service which damages the subscriber or any other party.

Any means of identification assigned to you by skdedicated (including username and IP addresses) will remain the property of skdedicated. Skdedicated reserves the right to alter or replace these forms of identification at any time.

Skdedicated makes no guarantees as to the continuous availability of the service or any specific feature of the Service. Skdedicated holds the right to discontinue and/or change the service or any of its features at any time with or without notice.

Services offered by skdedicated are completely unmanaged, support is on 'best effort' for support the client will be charged per 15 minutes.

If the issue is caused by hardware failure and/or by skdedicated these costs will not be charged.

#### **Prohibited:**

Illegality in any form, including, but not limited to, sites that promote any illegal activity or present content that may be damaging to skdedicated servers or any other server on the internet.

We also do not allow sites with political content as 'hate sites', Nazi stuff, or sites that propagate political activity against specific races or countries.

It is not allowed to use skdedicated systems for attacking other systems, in case of a DDoS (Distributed denial-of-service) client's service will be suspended and will be charged for the overused bandwidth if this is the case.

Examples of unacceptable content or links or usage:

Pirated (cracked) software

Hacker programs or archives

Warez sites

Camfrog based hosting

Any sexual content with underage persons.

Copyrighted Material (e.g. MP3's)

Illegal streaming services

Skdedicated will be the sole arbiter as to what constitutes a violation of these terms.

Traffic Usage:

All account plans come with a predetermined amount of traffic allowance. We monitor all accounts and bill €1.00 for each gig of traffic exceeded. This amount is not prorated, this meaning that 1 mb - 1 gig will be treated and billed as the same.

Your account will be suspended automatically by our systems in the case of that the traffic limit has been reached. This is a) to protect you in case a 3rd party is misusing your service without proper permission (eg. somebody hacked your service) and b) to protect us as we are responsible for paying the increased amount of bandwidth to our wholesaler.

We do offer our clients to upgrade their bandwidth without being suspended, it is also possible to upgrade during the month to prevent overusage.

Skdedicated is allowed to cap clients internet connection speed when this has impact on the rest of the network.

In case of streaming services skdedicated might cap the internet connection anytime.

Commercial Advertising - Email:

Spamming, or the sending of unsolicited email, from an skdedicated server or using an email address or domain that is maintained on an skdedicated machine as reference is STRICTLY prohibited. Selling software or services related to email advertising is prohibited, too. skdedicated will be the sole arbiter as to what constitutes a violation of this provision.

Webcam streaming:

We do not allow clients to host Camfrog on our servers. These tend to be a large drain on network resources, this due the many DDoS attempts on these services.

Streaming service:

Skdedicated may require a take-down tool, this has to be setup or installed by the client and client has to give skdedicated full access to this tool at all times.

If no taken down tool is given by the client, skdedicated will suspend the service.

Clients that are using skdedicated systems for streaming might be capped/limited on their internet connection speed (port speed) in case of impact on the rest of the network.

Skdedicated has the rights to cap/limit the internet connection speed (port speed) at any time.

Violations of system or network security is 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.

Server Abuse:

Any attempt to undermine or cause harm to a server, or customer, of skdedicated is strictly prohibited. Refusal of Service:

We reserve the right to refuse, cancel, or suspend service at our sole discretion and with no further justification.

All Sub-Networks, distributive hosting sites and dedicated servers of skdedicated such as 150TB.net and 250TB are included to the above policies.

#### **BILLING:**

Recurring Billing:

We automatically send out invoices. Credit cards are not billed automatically monthly, quarterly or semi-annual. It is the clients responsibility to ensure that the invoices are paid. In case of no payment and no response within 24 hours the account will be deactivated and any other services under that account plan.

Data will not be stored, data will be deleted within 24 hours.

Account Deactivations:

Any account deactivated due to non-payment will be deactivated and we require a reactivation fee of €25.00 to be paid prior to reactivating the account.

Cancellation Refunds:

We DO NOT offer any direct refund, only based on credit to customer's account.

All services have to be cancelled at least 7 days before the service expires, if not, the service will be automatically extended.

## Currency

All prices are in EURO. We are not responsible for any currency exchange fees of your credit card company or your bank.

## **LIMITATION OF LIABILITY:**

Skdedicated shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from skdedicated servers going offline or being unavailable for any reason whatsoever. Furthermore, skdedicated shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any service from one of skdedicated servers. All damages shall be limited to the immediate termination of service. All clients are advised to pull regular backups of their services. We cannot be held responsible for missing files, data or lost business out of this.

You agree to indemnify, defend, and hold harmless skdedicated from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting indirectly from your use of the service which damages either you, skdedicated, or any other party or parties without limitation or exception. This indemnification and hold harmless agreement extends to all issues associated with your account, including but not limited to domain name selection and Web site content.

Violations of these Acceptable Uses Policies should be referred to: [Support@skdedicated.com](mailto:Support@skdedicated.com)  
All complaints will be investigated promptly. Failure to follow any term or condition will be reason for immediate account deactivation.

## **DISCLAIMER:**

skdedicated cannot be held liable for unexpected 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 service was functioning. We are currently functioning as a reseller for our services. Thus, certain equipment, routing, software, and programming used by skdedicated are not directly owned or written by skdedicated.

We also depend on the services and terms of the Seller of these services. If any of our ToS is (for whatever reason) out of the ToS of the seller - the seller's ToS apply. Moreover, skdedicated holds no responsibility for the use of our clients accounts. If any terms or conditions are failed to be followed, the account in question will be automatically deactivated. We reserve the right to remove any account without advanced notice for any reason without restitution as skdedicated sees fit. We cannot be held liable for links to other sites placed on our systems by clients - the client/owner of a service is responsible for the content and activity of his/her service!

**ACCOUNT ACTIVATION:**

By activating your account with skdedicated you agree to the above policies and disclaimer. Upon requesting an account activation, you are required to accept these policies, guidelines, and disclaimer and a copy of your acceptance is forwarded along with your activation request to be maintained within your account information.

FURTHERMORE, skdedicated retains the right to change any or all of the above Policies, Guidelines, and Disclaimer without notification. We also retain the right to increase any pricing, and make changes to our account plans without notification.

Our services may only be used for lawful purposes -- any use of these services which violates any laws which may apply to skdedicated your local jurisdiction, or any jurisdiction that you or your site may be subject to is strictly prohibited. You also 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 skdedicated with a current and truthful name, postal 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, and you understand and agree that we have an obligation to fully investigate any possible fraudulent credit card use.

Money Back Guarantee: Skdedicated does not offer any form of 'money back guarantee'

**NOTICE:**

Skdedicated holds the rights to edit the TOS (Terms Of Service) at any time.

\*\*If your account is found to contain illegal activity, Illegal MP3 Files, Pirated software, hacker programs, Warez programs, or any other illegal files, your account will be terminated immediately without notice and a €25.00 Cancellation fee will apply. \*\* Also the proper federal (and your local) authorities will be notified of your actions. Our Mailing Address is: [Support@skdedicated.com](mailto:Support@skdedicated.com)

[Http://www.skdedicated.com](http://www.skdedicated.com)