



## Conditions of Web Hosting Service

The following conditions of service are applicable to all customers.

### Content:

All services provided may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any law in any country 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 Sherrylanne.Com Ltd from any claims resulting from the use of the service that damages the subscriber or any other party.

Pornography and sex-related merchandising is prohibited. This includes sites that may infer sexual content, or links to adult content elsewhere. Sherrylanne.Com Ltd 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 these servers or any other server on the Internet. Links to such materials are also prohibited.

### Examples of unacceptable content or links:

- Pirated software
- Hacker programs or archives
- Warez sites

Sherrylanne.Com Ltd will be the sole arbiter as to what constitutes a violation of this provision.

### Sites with banners, graphics or cgi's running from their domain used on other domains:

When you employ services such as Link Exchange or a cgi host who lets 1000's of others link to their site, it is important that you require any sites you exchange ads with, display your ad on their server. Not only will not abiding to this guideline cause your site to load slow, depending on the resources that you are absorbing you will inadvertently affect our other clients.

### Sites with archives or galleries (.gif, .jpg, exe, zip, tar, etc.)

Meaning if your site has many downloads or pictures. NOTE: You must be putting a serious drain on our system before we contact you.

### Sites using more than 20% of system resources:

Sherrylanne.Com Ltd will be the sole arbiter as to what constitutes a violation of this provision.

**Chat Rooms:**

We do not allow clients to install their own chat rooms. These tend to be a large drain on system resources and we cannot allow it as an account option.

**Background Running Programs:**

We may allow programs to run continually in the background. These are considered on a case-by-case basis and an extra charge will be incurred based on system resources used and operational maintenance needed.

**IRC:**

We currently do not allow IRC or IRC bots to be operated on our servers.

**Email:**

Spamming, or the sending of unsolicited e-mail including, without limitation, commercial advertising and informational announcements is STRICTLY prohibited. Sherrylanne.Com Ltd will be the sole arbiter as to what constitutes a violation of this provision. A user shall not use another site's mail server to relay mail without the express permission of the site. Sherrylanne.Com Ltd will be the sole arbiter as to what constitutes a violation of these provisions.

**System and Network Security :****Server Abuse:**

Any attempt to undermine or cause harm to a server, or customer, is strictly prohibited.

**Refusal of Service:**

We reserve the right to refuse, cancel, or suspend service at our sole discretion.

**Limitation of Liability:**

Sherrylanne.Com Ltd shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from servers going off-line or being unavailable for any reason whatsoever. Furthermore, Sherrylanne.Com Ltd 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 the Hosting servers. All damages shall be limited to the immediate termination of service.

Violations of these Acceptable Uses Policies should be referred to <mailto:mail@sherrylanne.com>

?subject=Violation of Policies

All complaints will be investigated promptly.

Failure to follow any term or condition may be grounds for immediate account deactivation.

## **Money Back Guarantee:**

We offer a money-back guarantee within 30 days of your account activation should we fail to provide satisfactory service. We do not refund InterNIC registration fees.

## **DISCLAIMER:**

Sherrylanne.Com Ltd 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 are resold. Thus, certain equipment, routing, software, and programming used are not directly owned or written. Moreover, Sherrylanne.Com Ltd holds no responsibility for the use of 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 we see fit.

## **Account Activation:**

By activating your account with Sherrylanne.Com Ltd, 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.

**NOTICE:** If you sign up for an account and do not follow our terms, no refunds will be given. We will however let you know by e-mail or phone before any action is taken so that you have the opportunity to resolve the matter.

Sherrylanne.Com Ltd retains the right to change any or all of the above Policies, Guidelines, and Disclaimer without notification.

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