

Shekinah Arts – Webhosting Terms

By using web hosting services provided by Shekinah Arts, you agree to comply with our policies that are designed to protect each client and ensure we can provide the best services available.

Banned Scripts/Programs from use on SHEKINAH ARTS Servers:

A small handful of scripts/programs are not allowed to be used on the Shekinah Arts servers. This is largely due to excessive demands on server resources that can degrade performance for other hosting clients. Namely the following are BANNED from use on our servers:

- * ANY CGI-script powered chat room or bulletin board, including:
 - o ikonBoard.cgi
 - o UltimateBB.cgi
 - o and others.
- * Topsites .cgi scripts
- * formmail.pl (spam security concerns, just use FormMail.php instead)
- * IRC-related software (servers, bots, bouncers, etc.)

Accounts that are found to have such software uploaded to their web space are subject to immediate suspension and/or termination without notice. We reserve the right to add from, modify, or otherwise addept to this list other banned programs at our completely discretion.

Content:

All services provided by Shekinah Arts 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 we judge to be threatening or obscene or material protected by trade secret and other statute, and invasion of privacy. The subscriber agrees to indemnify and hold harmless Shekinah Arts from any claims resulting from the use of the service which damages the subscriber or any other party.

Sites that promote any illegal activity or present content that may be damaging to Shekinah Arts servers or any other server on the Internet are prohibited from using our servers. Shekinah Arts will be the sole arbiter in determining violations of this provision. Links to such materials are also prohibited.

SHEKINAH ARTS does not accept sites with the following content/links on our network:

- * Pirated software
- * Hacker programs or archives
- * Warez sites

Accounts that are found to have such content are subject to immediate suspension and/or termination without notice. We reserve the right to add from, modify, or otherwise addept to this list other banned programs at our completely discretion. Shekinah Arts will be the sole arbiter as to what constitutes a violation of this provision.

Provisioning of Web Space or Email Addresses:

Shekinah Arts – Webhosting Terms

This includes but is not limited to; the provision of email addresses, Web Hosting, storage space, or setting up domains on your account for others (sub-hosting) is not allowed.

Sub-hosting others is prohibited:

Hosting other sites or domains other than your own with your hosting account, as determined absolutely and solely at Shekinah Arts's discretion (usually verified via domain WHOIS lookup), is not allowed in any way, shape, or form. We do NOT allow clients to set up sites for others (such as friends, the public, etc.) in subdomains, folders, or otherwise on their hosting account with us; They should sign up separately for their own account(s). We reserve the right to cancel/terminate additional domains and/or the entire hosting account with us at our discretion for violations of this clause. If you wish to set up sites for others (whether for pay or not) you should consider our Reseller Plans. Unauthorized resale or use of Shekinah Arts hosting features and/or services is NOT allowed.

Commercial Advertising - Email:

Spamming, or the sending of unsolicited email, from a Shekinah Arts server or using an email address or domain that is maintained on an Shekinah Arts machine as reference is STRICTLY prohibited. Shekinah Arts will be the sole arbiter as to what constitutes a violation of this provision. Sites that promote, sell, or otherwise provide access to spamware products or products that are solely for the purpose of extraction or sale of email addresses or which are used to send bulk email are not permitted on any Shekinah Arts server.

Disk Space and Bandwidth:

We offer varied bandwidth plans. Easy enough! If you surpass the amount your plan is on, we would be happy to discuss a dedicated server solution with you. Or, you may simply purchase multiple accounts to get more bandwidth.

Misuse of System Resources:

Any attempt to undermine or cause harm to a server, or customer, of Shekinah Arts is strictly prohibited. This includes, but is not limited to: using programs that consume excessive CPU time; allowing the use of mail services, mail forwarding capabilities, or autoresponders other than for the customer's own account; resale of disk space without an appropriate reseller agreement; use of servers for backup of files unrelated to the web site of the account; or resale or remote access to CGI scripts installed on our servers. No IRC related software is permitted on our servers. This includes servers, bots, bouncers, or any other software that is used for the purpose of creating, maintaining, or providing access to IRC servers or channels. Accounts that are found to have such software uploaded to their web space are subject to immediate suspension and/or termination without notice.

Account Policies and Cancellation:

Account renewal is automatic until cancelled by the account holder. All accounts will be renewed according to the term selected upon account sign-up (monthly or

Shekinah Arts – Webhosting Terms

annually). There are no refunds due to the large number of "host hoppers" who have taken advantage of this offer, and change hosts every 28 days.

If your billing information is incorrect, or your Credit Card is denied for any reason upon automatic renewal, you will receive an email informing you of the problem. If you do not provide alternate payment arrangements within 48 hours of that notice, your account will be suspended. You will have 14 days to resolve the situation and provide proper billing information. If we do not hear from you within 14 days, your account will be deleted from our system. Shekinah Arts is not responsible in any way for any loss of revenue or business due to account suspension or deletion.

Accounts are payable at the time the account is created. If payment by check or money order is selected, payment must be received prior to account activation. Any account reaching thirty (30) days past due is subject to removal from our servers at our discretion.

Cancellation requests must be and may only be submitted by emailing accounts@shekinah-arts.com. Requests must be received by the 15th of the month BEFORE your upcoming hosting renewal in order to cancel for the following hosting term (monthly, quarterly, annually, etc). If notice is received later than the 15th, billing for the hosting renewal will still be processed. All fees paid for service up to the notice of cancellation are non-refundable. Fees for domain registration also are non-refundable.

Suspension/Cancellation:

Activity which results in a suspension or deactivation of an account will result in a forfeiture of fees paid. Complaints made regarding abuses of an account will be grounds for suspension.

Refusal of Service:

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

All sub-networks, distributive hosting sites, and dedicated servers of Shekinah Arts must adhere to the above policies. Please direct any reports of violations of the above policies to accounts@shekinah-arts.com.

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

Suspension:

Activity which results in a suspension or deactivation of an account will result in a forfeiture of fees paid. Complaints made regarding abuses of an account will be grounds for suspension.