

SILS LENDIR

Welcome to the Sils Lendir Experience

TERMS OF SERVICE FOR SILS LENDIR WEB HOSTING

Account Holder: **Website Example Customer**

APPENDIX A – ACCEPTABLE USE POLICY

By using Sils Lendir's web hosting services, Account Holder agrees to comply with this Policy. Account Holders are expected to use the Internet with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users. Sils Lendir expect Account Holder to have a basic knowledge of how the Internet functions, the types of uses, which are generally acceptable, and the types of uses, which are to be avoided. Common sense is the best guide as to what is considered acceptable use. The following are unacceptable uses:

Illegality in any form, including but not limited to activities such as unauthorised distribution or copying of copyrighted software, harassment, fraud, trafficking in obscene material, child porn, drug dealing, and other illegal activities.

Interpretation

The provisions of this policy are intended as guidelines and are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms of the Internet community, whether or not expressly mentioned in the Policy, is prohibited. Sils Lendir reserves the right at all times to prohibit activities that damage its commercial reputation and goodwill.

Illegal Use

Sils Lendir services may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

Sils Lendir will be the sole arbiter as to what constitutes a violation of this provision, provided that any determination of a violation of this provision shall be made reasonably in good faith based on applicable law, regulation and the accepted norms of the Internet community.

System and Network Security

Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples include, but are not limited to the following: Unauthorised access, use, probe, or scan of a systems security or authentication measures, data or traffic. Interference with service to any user, host or networking including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and

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broadcast attacks, forging of any TCP-IP packet header or any part of the header information in an email or newsgroup posting.

Misuse of System Resources

It is a violation for anyone to post information or to include programs on the web space provided through the Services, which consume excessive CPU time or storage space.

Tortious Conduct

No one shall post unlawful or defamatory information, about a person without their consent, intentionally inflicting emotional distress, or violating trademarks, copyrights, or other intellectual property rights.

Spamming

Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site.

It is contrary to Sils Lendir's policy for account holders to use Sils Lendir's services to effect or participate in any of the following activities:

- To post to any Usenet or other newsgroup, forum, e-mail mailing list or other similar group or list articles, which are off-topic according to the charter or other owner-published FAQ or description of the group or list;
- To send unsolicited mass e-mailings, if such unsolicited e-mailings provoke complaints from the recipients;
- To engage in any of the foregoing activities using the service of another provider, but channelling such activities through a Sils Lendir provided service, or using a Sils Lendir provided service as a maildrop for responses;
- To falsify user information provided to Sils Lendir or to other users of the service in connection with use of a Sils Lendir service.

Consequences of Violation

If Sils Lendir becomes aware of an alleged violation by any Account Holder of the Acceptable Use Policy, Sils Lendir shall promptly notify such Account Holder in writing of all facts supporting such allegation. If Sils Lendir reasonably determines that the Account Holder's activities violate the Acceptable Use Policy and pose a clear, present and material risk of harm to Sils Lendir's business or operations or to Sils Lendir's other account holders, Sils Lendir may immediately, without prior notice to Account Holder, suspend or otherwise restrict Account Holder's use of the affected Web Hosting Services to the extent necessary to prevent further possible unauthorised activity. Within one hour of taking any action to suspend or restrict an Account Holder's user of the affected Web Hosting Services and Products, Sils Lendir shall provide written notice to Account Holder by facsimile or e-mail stating the

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actions taken and all facts supporting any allegation of violations of the Acceptable Use Policy. If Sils Lendir becomes aware that such violation is a criminal offence, Sils Lendir will notify the appropriate law enforcement department of such violation. Sils Lendir does not issue service credits for any outages incurred through service disablement resulting from the Acceptable Use Policy violations. All Sils Lendir contacts with any third party, including, without limitation, law enforcement, shall be in accordance with the applicable law and regulation, including, but not limited to, law and regulation governing the privacy of subscriber information as applicable to Sils Lendir provision of its services to its Account Holders.

Reporting Network Abuse

Any party seeking to report any violations of Sils Lendir's policy may contact Sils Lendir at hosting@silslendir.com.