

Disclaimer

Tsunami Studios Pte Ltd, from this point forward referred to as "TSTUDIOS" provides virtual hosting services which are accessed via UDP and TCP/IP. Each user is responsible for the use of their virtual hosting accounts.

TSTUDIOS will not be held responsible for any damages you or your business may suffer. TSTUDIOS makes no warranties of any kind, expressed or implied, for services rendered. TSTUDIOS disclaims any warranty or merchantability or fitness for a particular purpose. TSTUDIOS assumes no liability for disruptions or improper operation of its equipment or software for any reason, including, but not limited to, vandalism, theft, phone service outages, Internet disruptions, human error, extreme or severe weather conditions or any other causes in the nature of "Acts of God" or force majeure. The Company will not be responsible for consequential damages or punitive or exemplary damages under any circumstances. In no case will the client be entitled to recover damages from TSTUDIOS. The client who purchased our product/s is responsible for its use and will be liable for any charges that come about from misuse or over usage.

Acceptable Use Policy (AUP) has been developed with the following objectives:

- Preserve the privacy and security of individual users.
- Preserve the value of Internet resources as a conduit for free expression.
- Encourage the responsible use of net resources and discourage practices which degrade the usability of network resources and thus the value of Internet services.
- Ensure security, reliability and privacy of TSTUDIOS's systems and network, and the networks and systems of others.
- Avoid situations that may cause TSTUDIOS to incur civil liability.
- We respect our Customers to use the Internet with courtesy and responsibility and to be familiar with and to practice good Internet etiquette. By adhering to the following policies, our Customers are protecting the rights and privileges of all Internet users.

VIOLATION OF ANY OF THE FOLLOWING POLICIES IS STRICTLY PROHIBITED AND WILL RESULT IN IMMEDIATE TERMINATION OF ALL ACCOUNTS AND MAY INCUR FINANCIAL PENALTIES TO THE VIOLATOR.

SYSTEM AND NETWORK USAGE AND SECURITY

1. Customers may not attempt to circumvent user authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to, accessing data not intended for the Customer, password sniffing, security hole scanning, IP spoofing, logging into a server or account the Customer is not expressly authorized to access, or probing the security of other networks.
2. Customers may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.
3. Customers may not use any kind of program/script/command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.
4. Customers must safeguard their account passwords to prevent unauthorized access to their account.
5. Users who violate systems or network security may incur criminal or civil liability. TSTUDIOS will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

MATERIAL AND PRODUCT REQUIREMENT

1. Customers must ensure that all material and data placed on TSTUDIOS's equipment is in a condition that is "server-ready," which is in a form requiring no additional manipulation on TSTUDIOS's part. We shall make no effort to validate this information for content, correctness or usability. In the event that the Customer's material is not "server-ready", we have the option at any time to reject this material. TSTUDIOS will notify the Customer immediately of its refusal of the material and afford the Customer the opportunity to amend or modify the material to satisfy the needs and/or requirements of TSTUDIOS.
2. Uses of TSTUDIOS's facilities require a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use of the facilities. Customers are responsible for having this level of expertise. It is not the responsibility of TSTUDIOS to provide this knowledge or customer support outside of the service defined in the Service Agreement.

GENERAL CONDUCT

1. TSTUDIOS's facilities may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of Republic of Singapore regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or any other statute. TSTUDIOS reserves the right to remove such illegal material from its servers.
2. Customers are prohibited from transmitting on or through any of TSTUDIOS's facilities, any material that is, in TSTUDIOS 's sole discretion, unlawful, threatening, abusive, libelous, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, statute or regulation.
3. The Customer is responsible for providing and maintaining accurate and up-to-date billing information. Furnishing false data on the signup form, contract, or online application, including fraudulent use of credit card numbers, is grounds for immediate termination, and may subject the offender to civil or criminal liability.
4. Customers may not engage in tortuous conduct including, but not limited to, posting of defamatory, scandalous, or private information about a person without their consent, intentionally inflicting emotional distress, or making physical threats against another person via email, news, or any other electronic media/service we provide.

GENERAL USES

1. Customers may not permit the use of mail services, mail-forwarding capabilities, POP accounts, or auto responders other than for the Customer's own account.
2. Customers may not employ posts or programs that consume excessive CPU time or storage space. TSTUDIOS reserves the right to kill CPU intensive process without prior notice or incurring of any liability.
3. To maintain the quality of our bandwidth, TSTUDIOS discourage the use of heavy bandwidth intensive web sites like video, game servers and music files for all shared hosting, dedicated servers and colocation customers. Such usage are determined under TSTUDIOS's sole discretion.

EMAIL

1. Customers are bound by the TSTUDIOS Spam Policy.
2. Harassment, whether through language, frequency, or size of messages, is prohibited.

3. Customers may not forward or otherwise propagate chain letters, whether or not the recipient wishes to receive such mailings.
4. Malicious email, including but not limited to "mail bombing" (flooding a user or site with very large or numerous pieces of email) and "trolling" (posting outrageous messages to generate numerous responses) is prohibited.
5. Forging of header or any other information is not permitted.
6. Subscribing someone else to a mail list or removing someone else from a mail list without that person's permission is prohibited.
7. TSTUDIOS accounts or services may not be used to collect replies to messages sent from another Internet Service Provider, where those messages violate this Acceptable Use Policy or the Acceptable Use Policy of that other provider.

USENET – NEWSGROUP

1. TSTUDIOS is not responsible for the content of any newsgroup posting, whether or not a TSTUDIOS Customer made the posting.
2. Postings to newsgroups must comply with the written charters or FAQ for those newsgroups. Advertisements should only be posted in those newsgroups whose charters/FAQ explicitly permit them. The poster is responsible for determining the etiquette of a given newsgroup, prior to posting to it.
3. Customers are prohibited from posting the same or similar message to large numbers of newsgroups (excessive cross-posting or multiple-posting, also known as "USENET Spam").
4. Customers are prohibited from forging header information. This includes attempting to circumvent the approval process for posting to a moderated newsgroup.
5. A customer may not solicit mail for any other address, other than that of the Customer's TSTUDIOS account or service, with the intent to harass or collect replies after TSTUDIOS's service has been terminated.

IRC (INTERNET RELAY CHAT)

1. IRC robots ("bots" or "clones") or IRC sessions may not be run from TSTUDIOS's shared server accounts.
2. Customers are prohibited from using IRC scripts or programs that interfere with or deny service to other users on any server or host.

PRIVACY

1. TSTUDIOS will not sell or knowingly disclose its customer lists or customer email or listserv address lists. We will attempt to protect the privacy of our Customers and their information that is stored on our network. TSTUDIOS will only access and disclose information as necessary to comply with applicable laws and government orders, to operate and maintain our systems and services, or to protect ourselves or our Customers.
2. TSTUDIOS **will not monitor or disclose a Customer's private email messages** or other facility usage unless required by court order or law. We will cooperate with the authorities and will notify such authorities if it suspects that a Customer is engaged in illegal activities to the limit the law allows or requires, at TSTUDIOS's sole discretion.
3. TSTUDIOS will, from time to time, use our customer mailing lists for network updates, system information and general sales information including portfolio presentation. TSTUDIOS may in the future limit all mailings to those clients who want to participate.
4. For customer paying with credit card, the card information will NOT be held in the records of TSTUDIOS. TSTUDIOS do not hold or have access to the credit card information provided if the customer choose to pay by credit card during online registration.
5. Customer passwords are confidential and will not be made available to any person or company outside of TSTUDIOS for any reason whatsoever.
6. All information will be stored as securely as possible while maintaining the ability for authorized TSTUDIOS staff to quickly and effectively access this information when required operational purposes.

THE ACCEPTABLE USE POLICY DEFINES THE ACTIONS WHICH TSTUDIOS CONSIDERS TO BE ABUSIVE, AND THUS, STRICTLY PROHIBITED. THE EXAMPLES SET FORTH IN THIS POLICY IS NON-EXCLUSIVE, AND IS PROVIDED SOLELY FOR GUIDANCE TO TSTUDIOS'S CUSTOMERS.