

# JSIT Consulting Terms of Service

## **Content**

All services provided by JSIT Consulting, LLC are to 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 Local law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, material that jeopardizes national security, or material protected by trade secret or other laws. The subscriber agrees to indemnify and hold harmless JSIT Consulting, LLC, from any claims resulting from the subscriber's use of JSIT Consulting's services which damages the subscriber or any other party.

**Note:** Pornography and sex related merchandising are prohibited on any JSIT Consulting, LLC shared account. This includes sites that may imply sexual content, or link to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to JSIT Consulting servers or any other server on the Internet. Links to such materials are also prohibited.

## **Examples of prohibited content or links include (but are not limited to):**

- IRC Software.
- Pirated software.
- Hacking sites, programs or archive.
- Warez Sites.
- Distribution of music files or any other material in which the account holder does not own the copyright.
- Adult Sites.
- Game Servers (dedicated game server programs).

JSIT Consulting, LLC will be the sole arbiter as to what constitutes a violation of this provision.

**Content that does not meet these standards will be removed without prior notice to the subscriber.**

## **Housing of any of the following files is considered a violation of the terms of service:**

**IRC** - We currently do not allow IRC, Egg Drops, BNC, or IRC bots to be operated on our servers or network. Files with references to IRC or any likeness thereof are prohibited. Also any program that acts like an IRC server or that provide chat functions that run as background processes are not allowed.

**Proxies** - We do not allow proxy servers of any kind, whether for personal or business use. Files with references to any proxy or likeness thereof are prohibited.

**PortScanning** - We do not allow any kind of portscanning to be done on or from our servers or network.

## **Commercial Advertising - Email -**

- High volume email deployments of any type are not permitted with any JSIT Consulting shared account.
- Spamming, i.e. the sending of unsolicited email, from any JSIT Consulting server or any server located on the JSIT Consulting network is STRICTLY prohibited. JSIT Consulting will be the sole arbiter as to what constitutes a violation of this provision. This also includes Optin Optout mail

programs and mail that either directly or indirectly references a domain contained within an account at JSIT Consulting.

- **Running Unconfirmed Mailing Lists.** Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by JSIT Consulting customers must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing or selling lists of email addresses from 3rd parties for mailing to or from any JSIT Consulting, LLC-hosted domain, or referencing any JSIT Consulting account, is prohibited.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of pingging, flooding, mail-bombing, denial of service attacks is prohibited.
- Email address cultivating, or any unauthorized collecting of email addresses without prior notification of the email address owner is strictly prohibited.
- Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at [www.spamhaus.org](http://www.spamhaus.org) is prohibited.

**ShoutCast Servers** - We do not allow Shoutcast Servers due to bandwidth and load issues.

**Background Running Programs** - We ask that users request permission before enabling persistent background processes of substantial load.

**PHP Shell** - PHP Shells or any likeness thereof are prohibited. Files with any reference to PHP Shells or likeness thereof are prohibited.

**Server Abuse** - Any attempts to undermine or cause harm to a Liquid Web server or subscriber of Liquid Web is strictly prohibited including, but not limited to:

- Logging into a server or account that you are not authorized to access
- Accessing data or taking any action to obtain services not intended for you or your use
- Attempting to probe, scan or test the vulnerability of any system, subsystem or network
- Tampering, hacking, modifying, or otherwise corrupting or breaching security or authentication measures without proper authorization
- Transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines with the intent or effect of damaging, destroying, disrupting or otherwise impairing a computer's functionality or the operation of the System
- Interfering with, intercepting or expropriating any system, data or information
- Interfering with service to any user, host or network including, without limitation, by means of overloading, "flooding," "mailbombing," or "crashing" any computer system

**You will be held responsible for all actions performed by your account whether it be done by you or by others.**

**All sub-networks of Liquid Web, Inc. and all dedicated servers must adhere to the above policies.**

#### **Scheduled Maintenance and Downtime**

JSIT Consulting will use its commercially reasonable efforts to provide services 24 hours a day, seven days a week. Subscriber acknowledges that from time to time the services may be inaccessible or inoperable for various reasons, including periodic maintenance procedures or upgrades ("Scheduled Downtime"); or service malfunctions, and causes beyond JSIT Consulting's control or which are not reasonably foreseeable by JSIT Consulting, including the interruption or failure of telecommunications or digital transmission links, hostile network attacks, or network congestion or other failures. JSIT Consulting will provide at least

48 hours advance notice to the subscriber for Scheduled Downtimes, and will use commercially reasonable efforts to minimize any other disruption, inaccessibility and/or inoperability of its web servers. JSIT Consulting has no responsibility for downtime resulting from a user's actions.

### **Refunds**

Refunds will be posted for FULL months only, with the exception of plans including a 30 day money back guarantee. Notice of cancellation must be given before the month in question begins. Setup fee is NON refundable. \$14.95 will be deducted from the money refunded if the user's domain was registered via JSIT Consulting's free domain registration method.

**Any violation of JSIT Consulting, LLC's Terms of Service Agreement shall result in no refund.**

### **Promotional Use**

JSIT Consulting may refer to You, Your company, or your logo's for promotional purposes. Your company name, logos and the services that were provided to the customer by JSIT Consulting may be used in promotional materials, advertising, marketing releases, newsletter, public disclosures and on the JSIT Consulting website. This reference will be strictly limited to disclosure that JSIT Consulting has provided services to the company and will not contain any confidential, sensitive or proprietary information in such a reference. The reference will also not provide any personally identifiable information about the individual or technical information regarding the server configuration and design used by the customer at JSIT Consulting. However, JSIT Consulting may disclose any information requested by law enforcement or when compelled by court order, applicable laws or regulations.

Any work or professional services performed or provided by JSIT Consulting under this Agreement shall not be deemed. Work For Hire, but JSIT Consulting shall grant a non-exclusive, non-transferable license to You, for the duration of this Agreement, its employees, affiliates, and third parties commissioned by JSIT Consulting.

### **Microsoft Software License Policy**

Microsoft, as well as JSIT Consulting company policy, does not allow mixing of Microsoft license ownership. For an example, a customer cannot use a JSIT Consulting purchased Windows Server license in conjunction with their own customer license of MSSQL or any other Microsoft Product. This is a violation of Microsoft's licensing policies. The customer would have to obtain all Microsoft licenses through JSIT Consulting. In some instances, we can allow the customer to supply all Microsoft licensed products, including the OS. However, all licenses must be provided by the customer and may not be mixed with JSIT Consulting licensed Microsoft products. Any questions regarding this policy can be addressed to [sales@jsitconsulting.net](mailto:sales@jsitconsulting.net).

### **Limitations on Use**

Any account using 15% or more of the server CPU or memory can be suspended and/or terminated.

Any account that uses excessive amounts of bandwidth can and will be subjected to bandwidth throttling.

Background Processes. Unauthorized background processes shall result in immediate termination of the account. JSIT Consulting maintains the right to cancel accounts at its discretion.

### **Account Setup, Termination, and Billing**

The account will be charged on the day the order is processed, regardless of the account billing date. The account will not be charged again until the next month's billing cycle. Billing dates are recurring on the day the account was opened.

### **Check Orders**

Accounts for subscribers who wish to pay by check will be setup when the check is received by JSIT Consulting, LLC.

**Disabling of accounts due to overdue payment**

Accounts will be disabled if payment is not received within 14 days of the invoice date. If your account has been disabled, you may be charged a reconnection fee of up to \$50 in order to re-enable your account.

**Termination of accounts due to overdue payment**

If the account is not paid within 30 days of the invoice date, the account will be terminated and all information within the account will be deleted.

**Cancellation Procedure**

Valid proof of account ownership will be required to terminate an account. This includes, but is not limited to, billing information in the form of a partial credit card number or other payment information, or the billing password. Non-secure information, such as the contact email address or account billing address, is not sufficient as a security verification.

**Parked Domain Names**

There is a one-time fee of \$15 for parking additional domain names. This fee is nonrefundable.

**Virtual Domain Names**

Additional domains that point to a sub folder (Virtual Domains) are \$5 per domain per month. This is a nonrefundable fee.

**Domain Name Transfers**

JSIT Consulting shall not be held responsible for domain transfers. The account holder is responsible for completing any necessary domain name transfers.

**Free Domain Name Registration**

JSIT Consulting will register any available .com, .org, or .net domain for free upon creation of a new account. The free domain offer does not apply to existing accounts, or to orders that did not request the free domain registration at the time the order was placed.

Free registration is for the first year only, subsequent renewals are \$15 per year that the domain is renewed for.

**Courtesy Services for Customers**

All services such as backup and Webmin/Virtualmin are provided for the courtesy of the subscriber. It is the sole responsibility of the subscriber to maintain the subscriber's own backup of any data. JSIT Consulting, LLC is not responsible for lost data or for lost data due to third party software that is not maintained by JSIT Consulting, LLC's programming staff. (Webmin/Virtualmin is not associated with JSIT Consulting, LLC).

**Limitation of Damages**

**Recovery of damages from JSIT Consulting may not exceed the amount of fees it has collected on the account.**

**General**

Terms Of Service are subject to change without any prior notification.

These Terms of Service are a legally binding contract between the subscriber and JSIT Consulting, LLC.

By opening an account, the subscriber agrees to the above-stated terms.

Anything not listed in the Terms of Service is open to interpretation and change by JSIT Consulting, LLC administrators without prior notice.

All prices, with the exception of the 30-day money back guarantee, are nonrefundable and nonnegotiable.

The 30-day money back guarantee does not pertain to Virtual Dedicated and Full Dedicated server plans.

Any violation of these Terms of Service will result in termination of the account. JSIT Consulting, LLC maintains the right to terminate accounts without prior notification.

We reserve the right to remove any account with 15 days prior notice.

**Dispute Resolution**

Any dispute between JSIT Consulting and a subscriber shall be determined by arbitration conducted by the American Arbitration Association pursuant to its commercial arbitration rules. The arbitrator shall decide any dispute in accordance with New Jersey State Law, without the application of choice of law principles. Each party shall bear its own expenses and legal fees for the arbitration. The arbitration shall be conducted in Hudson County, New Jersey, unless both parties agree in writing to a different location. The arbitration award is enforceable as a judgment of any court having proper jurisdiction.