

JM Hosting Terms of Service

JM Hosting, part of Rainbow Frog Technical Services Ltd ("RFTS" herein), provides a web hosting service to our clients.

NOTWITHSTANDING, BY USING THE SERVICE, YOU ACCEPT ALL TERMS AND CONDITIONS SET HEREIN AND AGREE TO BE LEGALLY BOUND BY THIS CONTRACT. HAVING A HOSTING ACCOUNT WITH US IS COUNTED AS USING THE SERVICE.

Completion of Work

1. JM Hosting strives to carry out any work as agreed with you to the best of our professional ability.
2. Subject to you providing all information and material that, in the opinion of JM Hosting, or it's owner RFTS, may be required, we will complete the work as agreed with you within in the timescale as agreed with you.
3. JM Hosting strives to provide you with 100% (one hundred percent) server uptime. However there may occasionally be times where, due to factors out of our control, that the server is not fully available and not all services function correctly. In such cases, JM Hosting, RFTS or our server providers will not be held liable for any losses you may suffer.

Copyright

1. You hereby attest that any material and/or data provided by you to be hosted by JM hosting is free from any copyright issues, or that you are the legal copyright owner of it, or that you have written permission to use it from the copyright owner(s).
2. The copyright of all materials uploaded by you onto JM Hosting's server space remains vested in you. However, there may be times when JM Hosting needs to use this material for the purpose of providing the agreed services to you. You hereby acknowledge that this may occur. JM Hosting acknowledges your right to copyright and will not use your logos, trademarks or any other copyrighted material without prior written permission from you.

Ownership

1. In the case of product supplied by JM Hosting or RFTS, including, but not limited to hardware, software, and domain names, ownership of such items will remain with RFTS until paid for in full by you.
2. In the case of hardware or software supplied by us and not paid for in full by you we reserve the right to remove any such items from your premises after due notice.

Privacy

1. JM Hosting, and RFTS, will keep confidential all personal or business information disclosed by you to us while completing the work and will continue to do so after the work has been completed.

Acceptable use Policy

1. Our acceptable use policy is actively and strictly enforced. Offending content and/or users may be suspended or deleted, usually as soon as they are discovered. If JM Hosting finds any content, which in the opinion of us, violates this TOS on your account, we reserve the right to immediately

suspend or terminate your account without prior notice to you and we will not refund any fees paid by you to us in relation to the work carried out by us.

Common sense is the best guide as to what is considered acceptable use, however, the following sets out some specific rules and regulations.

2. You agree that you are solely responsible for any content held in JM Hosting server space under your account and that you are solely responsible for your own actions. JM hosting, or RFTS will not be held liable for any content held on our server space under your account.

3. Our hosting services and server space may not be used for, or in support of, any illegal purposes. This includes, but is not limited to unauthorised distribution of copyrighted software, or other data, fraud, or obscene material.

4. Certain types of content are not permitted on JM Hosting's server space. This includes, but is not limited to content related to hacking, cracking, warez/pornography. JM Hosting expressly prohibits you from uploading adult content onto our server space and by doing so you are directly violating and going against our terms of service.

5. The use of our server space/CPU time to send unsolicited bulk electronic mail, or 'SPAM' is strictly forbidden. If you wish to send bulk mail, before sending any email to a listed user, a confirmation email, with a tracking number, must be sent to the new subscriber, to which they must respond with a confirmation that they wish to be added to the list. You must keep these confirmations on file, so that in the case that a spam complaint is made against you (or your user), you have proof that the user did in fact opt-in. In addition, you must provide at least one easy way to opt out; see the MAPS guidelines (<http://mail-abuse.org/rbl/manage.html>) for details. Opt-out requests must be honoured immediately.

6. You may not misuse our resources. This includes, but is not limited to employing applications which consume excessive CPU time, or memory. While we will host websites that consume a lot of server resources, these must not slow our server down. While we expect that when the server is high demand it will occasionally slow down for short periods of time, if any one user/account is consuming almost all of our resources and causing very slow responses or downtime, then JM Hosting reserves the right to suspend the account immediately without prior notice to you. We would then liaise with our network providers and server managers to resolve the situation. Possible solutions include but are not limited to requiring the user to rent a dedicated server.

7. Any attempts to undermine or cause harm JM Hosting, RFTS, it's servers, it's partner companies, it's network providers or it's customers is strictly forbidden.

8. Accounts with unlimited bandwidth/disk space accounts may not to be used to host a collection of MP3's, Warez, or as backup storage. All content stored on an unlimited account must be directly used on the Internet by the website associated with that account. These accounts may not be used as a download distribution point for your bundled software. They are to be used for standard web hosting. This means that all content stored on an unlimited account must be used for "normal" website use. "Un-normal" usage is anything that a shared server would not be able to provide under standard circumstances. If your account requires resources that are not able to be provided by a shared server, we may add limits to your account or require you to rent a dedicated server.

9. However, there are times when hosting mp3/movie downloads is acceptable. This is when you are the copyright owner of such content, but we may add bandwidth bills depending on your service plan/contract. If you wish to host mp3/movie downloads on your website, it is recommended that you contact us first to discuss the best way of going about this.

Billing

1. RFTS bills web hosting clients once a month (monthly) or once a year (annually).

2. If a payment is not received by the due date stated on the invoice, JM Hosting reserves the right suspend your account and can delete all remaining data after 30 (Thirty) days unless otherwise noted by RFTS.

3. If an account is removed due to a violation of this TOS, JM Hosting or RFTS will not refund any payments at all. You will still be expected to pay 100% (One Hundred Percent) of JM Hosting's standard monthly or annual fee as agreed with you on opening of your account.

4. Any payments for domain names are non-refundable. If you receive a free domain name with any service provided by JM Hosting, the fee for that domain name will be deducted from any refunds.

5. Any fees for web space management or administration, or any other work carried out by JM Hosting, including but not limited to set up charges, are not refundable and you will be expected to pay RFTS at the JM Hosting standard hourly rate, unless otherwise noted in this agreement.

6. You may cancel your account at any time. For this to occur, you must provide RFTS with 28 days written notice. Any pre-paid fees will not be refunded. To avoid paying any unnecessary bills, you must write to RFTS 28 days before the next invoice is due to be issued to you.

Third Party Terms

1. Where JM Hosting is acting as a reseller for third party products and services, you agree to be bound by their terms and conditions access to which will be provided on request.

2. JM Hosting may hire or consult other individuals or organisations while we are completing work for you, and you agree to be bound by any terms and conditions of theirs that may be applicable access to which will be provided on request and JM Hosting agrees to notify you when this might apply.

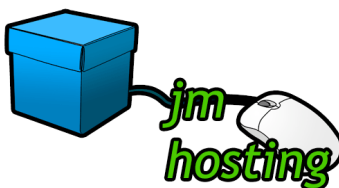
Notification of Price Changes

1. JM Hosting and RFTS reserve the right to change prices or institute new charges for our services at any time. Such changes will only apply in respect of new work, including continuing monthly maintenance fees.

Jurisdiction

1. This agreement shall be governed by English law and the Courts of England shall have exclusive jurisdiction in relation to any matters arising under it.

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