

Terms of Service

Revision date: 16/3/15

All services provided by JNS Host ("JNS Host") may be used for lawful purposes only. Transmission, storage or presentation of any information, data or material in violation of any 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. The subscriber agrees to indemnify and hold harmless JNS Host from any claims resulting from the use of service which damages the subscriber or any other party.

Prohibited are sites that promote any illegal activity or present content that may be damaging to JNS Host' servers, or any other server on the Internet. Links to such materials are also prohibited.

Examples of unacceptable content or links:

Pirated software
Torrents sites
Pornography
Child pornography
Hacker programs or archives
Copyright infringement
Warez sites
IRC Scripts/Bots
Proxy Scripts/Anonymizers/Shells scripts
AutoSurf/PTC/PTS/PPC sites (excluding Premium)
IP Scanners
Bruteforce Programs/Scripts/Applications
Mail Bombers/Spam Scripts
eMail Services
Escrow/Bank Debentures
Sites promoting illegal activities
Phishing websites
File Dump/Mirror Scripts (similar to rapidshare)

NOTICE: IF YOUR ACCOUNT IS FOUND TO CONTAIN ILLEGAL ACTIVITY, ILLEGAL MP3 FILES, PIRATED SOFTWARE, HACKER PROGRAMS, WAREZ PROGRAMS, OR ANY OTHER ILLEGAL FILES, YOUR ACCOUNT WILL BE TERMINATED IMMEDIATELY, WITHOUT NOTICE. ADDITIONALLY, JNS Host MAY NOTIFY THE PROPER AUTHORITIES OF YOUR ACTIONS.

JNS Host also cannot be used for the following purposes:

- Radio/TV streaming feeds of any kind. Only ffmpeg no live feeds allowed.
- Video Streaming
- WebCam Streaming
- Audio Streaming (more than one or two streams)

These services use a lot of bandwidth and will slow the overall experience for all users. Video / Audio streaming is allowed only if it's some short advertising or introduction video. But it is not allowed when the purpose of the website is streaming itself. It is always possible to use third party video hosting sites and use links/embed in your source.

Spam:

JNS Host has a zero tolerance spam policy. All inbound and outbound connections to the servers are monitored. Whenever a large quantity of mail goes out, this raises our attention. Spam can cause an IP address to be black listed. The IP's used for shared hosting are shared for all clients, so the blacklist affects everyone. **Any account found to be sending out SPAM will be terminated immediately and legal action taken.**

Unlimited Packages:

The use of the any unlimited disk space or bandwidth package is subject to the following terms:

- Accounts are not for use of mass storage of backups, files, audio, video, zip files, or similar
- Accounts are not for the use of mass distributing of files such as torrents or mirrors
- Any accounts found to violate these terms may be suspended without notice until the account holder agrees to resolve the issue

Server Limits:

- 25% cpu and or memory for 3 minutes.
- Combined 10% CPU & RAM over 24 hours.
- 100 email limit per domain per hour.
- 50 concurrent database connections at one time (excluding Premium packages).
- Apache threads to be open no longer then 999 seconds.
- Max php session time of 300 seconds or less.

Limits are subject to change at any time. Any such cases will be found the account will be terminated with or without any notice and no refund issued. Account is to be used for hosting only.

Server Abuse:

Any attempt to undermine or cause harm to a server or customer of JNS Host is strictly prohibited. As our customer you are responsible for all your accounts. Should you violate the Terms of Services outlined within, your account will be cancelled without notice.

Refusal of Service:

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

All sub-networks, VPS, distributive hosting sites and dedicated servers of JNS Host must adhere to the above policies, with the exception of system resources in respect to dedicated servers.

Request for Cancellations:

You may request your account to be deleted at any time. All files, databases, email accounts, will also be deleted. We recommend that you download all your files before you request cancellation.

Payment:

Invoices will be generated 14 days before the payment due date. Any account that hasn't been paid within 5 days after the invoice due date will be suspended. Any account that hasn't been paid with 14 days after the invoice due date will be terminated.

Automatic recurring payment by PayPal Subscription is available. If you wish to cancel your subscription, you can do this through your PayPal account. After cancellation, payment must be made manually.

Refusal of Service:

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

Limitation of Liability:

JNS Host shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from JNS Host ' servers going off-line or being unavailable for any reason whatsoever. Furthermore, JNS Host shall not be responsible for any claimed damages, including incidental

or consequential damages, resulting from the corruption or deletion of any web site from one of JNS Host ' servers. All damages shall be limited to the immediate termination of service.

Violations:

Violations of these Acceptable Use Policies should be referred to legal@jnshost.com. All complaints will be investigated promptly. Failure to follow any term or condition will be grounds for immediate account deactivation.

Disclaimer:

JNS Host cannot be held liable for system down time, crashes or data loss. We cannot be held liable for any predicated estimate of profits which a client would have gained if their site was functioning. Certain services provided by JNS Host are resold. Thus, certain equipment, routing, software and programming used by JNS Host are not directly owned or written by JNS Host. Moreover, JNS Host holds no responsibility for the use of our clients' accounts. Failure to comply with any terms or conditions will result in the automatic deactivation of the account in question. We reserve the right to remove any account, without advance notice for any reason without restitution, as JNS Host sees fit.

Account Activation:

By activating your account with JNS Host, you agree to the above policies and disclaimer. Upon requesting activation of an account, you are required to accept these policies, guidelines and disclaimer, and a copy of your acceptance is forwarded along with your activation request to be maintained with your account information.

NOTICE: If you sign up for an account and fail to comply with these terms, we will, however, advise you by e-mail or phone prior to taking any action to provide you with an opportunity to correct the problem.

Server Uptime Guarantee:

JNS Host has an excellent record for reliability, therefore we offer an 99.9% uptime guarantee . Our network and servers are monitored continuously, and are rarely down except for scheduled maintenance, hardware and software upgrades.

[JNS Host reserves the right to amend any or all of the above policies, guidelines and disclaimer without notification. We also retain the right to increase any pricing and make changes to our account plans without notification.](#)

Privacy

Revision date: 11/2/14

JNS Host has created this privacy statement in order to demonstrate our firm commitment to privacy. The following discloses the information gathering and dissemination practices for this Web site.

Information Automatically Logged:

We use your IP address to help diagnose problems with our server and to administer our Web site. We use this information for no other reason.

Order Forms:

Our site uses an order form for customers to request services. (128 bit encryption). We collect sensitive information which is used only for our purpose, no third party receives any type of information from us.

Contact information from the order forms is used to get in touch with the customer when necessary.

Unique identifiers are collected from Web site visitors to verify the user's identity.

Demographic and profile data is also collected at our site.

We use this data to tailor our visitor's experience at our site showing them content that we think they might be interested in, and displaying the content according to their preferences.

Security:

This site has security measures in place to protect the loss, misuse, and alteration of the information under our control. We use strong SSL encryption to ensure your privacy.

Third Parties

Information collected on this site is strictly for our use, **NO OTHER OUTSIDE PERSONS MAY VIEW YOUR PERSONAL INFORMATION.**

Contacting the Web Site:

If you have any questions about this privacy statement, the practices of this site, or your dealings with this Web site, you can contact: legal@jnshost.com

Acceptable Use Policy

Revision date: 11/2/14

As a provider of web site hosting and other Internet-related services, JNS Host offers its customer (also known as "Subscribers") and their customers and users the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. JNS Host respects that the Internet provides a forum for free and open discussion and dissemination of information. However, when there are competing interests at issue, JNS Host reserves the right to take certain preventive or corrective actions. In order to protect these competing interests, JNS Host has developed an **Acceptable Use Policy ("AUP")**, which supplements and explains certain terms of each customer's respective service agreement, and is intended as a guide to the customer's rights and obligations when using JNS Host' services. This AUP will be revised from time to time.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use it, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that JNS Host cannot monitor, verify, warrant or vouch for the accuracy and quality of the information they acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet may be sexually explicit or otherwise offensive. Because JNS Host cannot monitor or censor the Internet, and will not attempt to do so, JNS Host cannot accept any responsibility for injury to its subscribers resulting from inaccurate, unsuitable, offensive or illegal Internet communications.

When subscribers disseminate information from the Internet, they must keep in mind that JNS Host does not review, edit, censor or take responsibility for any information its subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information created is carried over JNS Host' network and may reach a large number of people, including both subscribers and non-subscribers of JNS Host, subscribers' postings to the Internet may affect other subscribers and may affect JNS Host' goodwill, business, reputation or operations. For these reasons, subscribers violate JNS Host policy and the Service Agreement when they, their customers, affiliates or subsidiaries engage in the following prohibited activities:

Spamming:

Sending unsolicited bulk and/or commercial information over the Internet. It is not only harmful because of its negative impact on consumer attitudes toward JNS Host, but also because it can overload JNS Host' network and disrupt service to JNS Host' subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, JNS Host will investigate and shutdown the account that is SPAMing. Furthermore JNS Host reserves the right to prosecute for this violation. A \$1.00 charge will be assessed PER EMAIL sent should JNS Host choose to pursue and prosecute.

Audio/Video Streaming:

Audio/Video Streaming is not hosting friendly. As such, JNS Host does not allow any streaming of audio or video content. Offending accounts will be suspended without noticed or terminated.

Adult-Oriented Content:

JNS Host does not allow adult content and will suspend/terminate any offending account.

Large File Policy:

JNS Host is not for file hosting and distribution - as such, customers may not host any files larger than 50MB in size that are observed to be available for the sole purpose of download. Such files include but are not limited to .ISO, audio/video files, .EXE files. If you are unsure whether your file is against this policy, please e-mail legal@jnshost.com.

Obscene Speech or Materials:

Using JNS Host' network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material is prohibited. JNS Host is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through its network.

Defamatory or Abusive Language:

Using JNS Host' network as a means to transmit or post negative, defamatory, harassing, abusive or threatening language.

Forging of Headers:

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Illegal or Unauthorized Access to Other Computers or Networks:

Accessing, illegally or without authorization, computers, accounts or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that may be used as a precursor to an attempted system penetration (i.e., port scan, stealth scan or other information-gathering activity).

Distribution of Internet Viruses, Worms, Trojan Horses or Other Destructive Activities:

Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, ping, flooding, mail bombing or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service or equipment.

Facilitation a Violation of this AUP:

Advertising, transmitting or otherwise making available any software, program, product or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of ping,

flooding, mail bombing, denial of service attacks and piracy of software.

Export Control Violations:

Exporting encryption software over the Internet or otherwise, to points outside the United States.

Usenet Groups:

JNS Host reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

Other Illegal Activities:

Engaging in activities that are determined to be illegal, including, but not limited to, advertising, transmitting or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards and pirating software.

Other Activities:

Engaging in activities, whether lawful or unlawful, that JNS Host determines to be harmful to its subscribers, operations, reputation, goodwill or customer relations.

As we have pointed out, the responsibility for avoiding harmful activities just described rests primarily with the subscriber. JNS Host will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with JNS Host's policy or applicable law. However, when JNS Host becomes aware of harmful activities, it may take any action to stop the harmful activity, including, but not limited to, removal of information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or any other action deemed appropriate by JNS Host.

JNS Host is also aware that many of its subscribers are themselves providers of Internet services, and that information reaching JNS Host's facilities from those subscribers may have originated from a customer of the subscriber or from another third party. JNS Host does not require its subscribers who offer Internet services to monitor or censor transmissions or web sites created by customers of its subscribers. JNS Host reserves the right to directly take action against a customer of its subscribers. Also, JNS Host may take action against the JNS Host's subscriber because of activities of a customer of the subscriber, even though the action may affect other customers of the subscriber. Similarly, JNS Host anticipates that subscribers who offer Internet services will cooperate with JNS Host in any corrective or preventive action that JNS Host deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of JNS Host policy.

JNS Host will not intentionally monitor private electronic mail messages sent or received by its subscribers, unless required to do so by law, governmental authority or when public safety is at stake. JNS Host may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, JNS Host may disclose information, including, but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation or governmental request. JNS Host assumes no obligation to inform the subscriber that subscriber information has been provided and, in some cases, may be prohibited by law from giving such notice. Finally, JNS Host may disclose subscriber information or information transmitted over its network where necessary to protect JNS Host and others from harm, or where such disclosure is necessary to the proper operation of the system. However, JNS Host will never sell information to other services or outside companies.

JNS Host expects that its subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of online communications. A subscriber's failure to comply with those laws will violate JNS Host policy. Finally, JNS Host wishes to emphasize that, in signing the Service Agreement, subscribers indemnify JNS Host for any violation of the Service Agreement, law or JNS Host policy resulting in loss to JNS Host or the bringing of any claim against JNS Host by any third party. This means that, if JNS Host is sued because of a subscriber's or customer of a subscriber's activity, the subscriber will be responsible for payment of any damages awarded against JNS Host, plus costs and

reasonable attorney's fees.

We hope this AUP is helpful in clarifying the obligations of Internet users, including JNS Host and its subscribers, as responsible members of the Internet. Any complaints about a subscriber's violation of this AUP should be sent to legal@jnshost.com.
