

Webexpand Limited Terms & Conditions

1. **Payment / Credit.** If your account is not paid in full at any time, we reserve the right to take down the website and email until such time as payment has been received in full. Deposits or payments are not refundable once design work has commenced.
2. **Variations.** The work to be done by us is as described in the documentation attached to this Agreement or the agreed specification. We reserve the right to charge additional fees to implement any changes to this Work.
3. **Hosting.** Only one website may be hosted on your account. You may not resell this or re-allocate all or part of your or this space to another party. The terms and conditions of our hosting company are hereby deemed to be incorporated herein and should be attached hereto. If not, please ask for a copy
4. **Material.** You will deliver to us all material that you want to be incorporated into the site in electronic format within 2 weeks hereof ; you warrant to us that you own all copyright and other intellectual property in it or that you have appropriate licenses for it to be incorporated in the website and you agree to indemnify, defend, save and hold us harmless from any and all demands, liabilities, costs, claims including reasonable legal fees asserted against us , our agents, customers, officers or employees that may arise or result from any breach of such warranty
5. **Content. You and the registrant of any site, not we,** are responsible for the content, accuracy, legality (according to any legal jurisdiction where the site may be viewed) and morality (according to the customs of any person by whom the site might be viewed) of your site. We reserve the right to remove any content that we consider to be illegal, immoral, offensive or contrary to copyright laws or where we have received a complaint from an official body. Persistent offenders will have their website taken down and their account closed and no refunds will be given.
6. **Browsers.** The site will be designed to work in Internet Explorer – We do not guarantee that the site will look identical or attractive in other browsers or any future browser versions of IE or any other browser.
7. **Intellectual Property Rights.** Material sourced by us for your site will be obtained only for the purpose of incorporating it into your site and not for any other purpose. You agree not to seek to use it for such other purpose. We grant to you a permanent non-exclusive licence in material created by us for your site but only for use with that site
8. **Availability and excess use policy.** We host sites on shared servers. We do not guarantee service level agreements and occasional down-time may occur on either the website or email. If your website traffic should build to a level where we feel that it is affecting the server's performance or affecting other websites then we reserve the right to withdraw the site. We will of course aid you in sourcing an alternative hosting platform although no refund will be given.
9. **Service modification.** Should we need to switch hosts then you may experience down-time. We will keep this to a minimum until we can reload your server onto a new server.
10. **Back up of data.** You agree to keep a local copy of your site as we cannot be held responsible for your data.
11. **Domain names**
 - a) We reserve the right to consider all requests for domain names and accept or reject them in accordance with our view of the guidelines set by the relevant domain registration body
 - b) Upon acceptance and receipt of full payment, we will submit names for registration and make full registration if the domain name is available.
 - c) The domain name will be held for 12 months and you will have the right to renew this domain name after this time on a 12 monthly basis.
 - d) We will not issue refunds once a registration request has been completed.
 - e) We cannot guarantee that a domain name has been registered until we receive confirmation of the registration process.
 - f) We may cancel or suspend a domain name registration if we believe that completing the registration puts us in conflict with guidelines issued by the relevant body or where we believe that there may be conflicts of rights to a particular domain name.
 - g) We do not accept any responsibility for the use of registered domain names especially where there may be conflict of rights over ownership.
 - h) We do all we can to ensure that the registrants details are submitted correctly during the registration but cannot be held responsible for any errors or loss of profit suffered by you, the registrant or any party linked to the registrant.
 - i) You and the (prospective) registrant warrant to us that all details as to the registrant submitted to us are true and correct, that any alterations made are also true and correct and that the registrant consents to be registered and accepts that information on him and his ownership of the domain name is made public.
 - j) We reserve the right to alter our terms or rates in line with those of domain registrars and hosts
 - k) The website or email may at times become unavailable (due to technical issues at our hosting company or with the internet) and we cannot be held responsible for this and by signing this agreement you agree not to pursue any claim against us.
 - l) We cannot guarantee a particular position within a specific search engine for our marketing service. We will use our reasonable endeavours to set the website pages up to produce a reasonable improvement on current search engine positions (assuming the pages were not optimized correctly in the first instance).
12. **Promotion.** We shall be entitled to make reference to our relationship with you in our publicity material. You shall allow us after completing the Work to permanently insert into our own website a link to your Website from our own website. You shall allow us to permanently insert into the source code comments our name, author's name, URL, and contact telephone number(s).

13. **Indemnification.** You agree that you shall indemnify, defend, save and hold us harmless from any and all demands, liabilities, costs, claims including reasonable legal fees asserted against us, our agents, customers, officers or employees that may arise or result from any service provided or performed or agreed to be performed or any product sold by you, your agents, employees or assigns. You agree to defend, indemnify and hold us harmless against liabilities arising out of: (1) any injury to person or property caused by any product of yours sold or otherwise distributed in connection with our server or our host's server; (2) any material supplied by you infringing or allegedly on the proprietary rights of a third party; (3) copyright infringement; (4) any defective product sold to a customer of yours from our server or our host's server.
14. **Limitation of Liability**
 - a. All implied terms, conditions or other legal provisions are hereby excluded to the extent allowed by law
 - b. We shall not be liable to you for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement the development of the Website, the Website itself any software (including any bespoke software) its use application support or otherwise except to the extent to which it is unlawful to exclude such liability
 - c. Notwithstanding the generality of the above, we expressly exclude liability for
 - i. indirect, financial or consequential loss
 - ii. loss of profit, business, revenue, goodwill or anticipated savings
 - iii. damage or corruption to other software or data
 - iv. damages whether direct indirect compensatory consequential exemplary special incidental or punitive
 - d. In the event that any exclusion contained in this Agreement shall be held invalid for any reason and we become liable for loss or damage that it might otherwise have been lawful to limit, you agree that our liability for breach of this Agreement or other liability of us to you shall be limited to the total value of this Agreement
 - e. Notwithstanding the above, neither party shall exclude or limit its liability to the other for death or personal injury caused by negligence
 - f. We agree that the above exclusions and limitations of liability are reasonable, reflect the respective financial positions of the parties and that the price for our work reflects the position on liability.
15. **Assignment.** Either of us may assign the benefit (together with the burden) of this Agreement without seeking permission. The assignor shall notify the other party of the assignment and give details of the assignee as soon as possible thereafter
16. **Cancellation.** We reserve the right to cease hosting services, giving you 30 days notice. Upon such termination, no refunds will be given as payment is made monthly. No refunds will be made should you breach any of these terms and conditions. You may cancel your hosting service with us by giving us 30 days notice in writing. No refunds will be issued for initial design, registration or other charges.
17. **Entire Agreement.** This Agreement shall constitute the entire agreement and understanding between the parties in respect of all matters which are referred to herein. Any previous or separate Agreements undertakings and obligations between the parties are hereby abrogated.
18. **Representations.** All representations, warranties or other assurances made by or on behalf of us to you other than as set out in this Agreement do not form part of this Agreement nor shall they legally be enforceable or actionable.
19. **Jurisdiction.** These terms shall be governed and construed under the laws of England. Both we and you both submit to the exclusive jurisdiction of the English Courts.

Heart Internet Ltd Terms and Conditions

You indicate acceptance of these terms and conditions of service by placing an order with Heart Internet Ltd. These terms and conditions will not be varied for individual customers.

1 DEFINITIONS

1.1 In this Agreement the following words and expressions shall have the following meanings:

1.1.1 "downtime" means any service interruption in the availability to visitors of the Website;

1.1.2 "intellectual property rights" means patents, trade marks, design rights, applications for any of the foregoing, copyright, topography rights, database rights, rights in know-how, trade or business names and other similar rights or obligations, whether registrable or not in any country;

1.1.3 "Heart Internet" means Heart Internet Ltd

1.1.4 "IP address" stands for internet protocol address which is the numeric address for the server;

1.1.5 "ISP" stands for internet service provider;

1.1.6 "server" means the computer server equipment operated by Heart Internet in connection with the provision of the Services;

1.1.7 "the Services" means web hosting, domain name registration, email and any other services or facilities provided by Heart Internet.

1.1.8 "spam" means sending unsolicited and/or bulk emails;

1.1.9 "virus" means a computer programme that copies itself or is copied to other storage media, including without limitation magnetic tape cassettes, memory chips, electronic cartridges, optical discs and magnetic discs, and destroys, alters or corrupts data, causes damage to the user's files or creates a nuisance or annoyance to the user and includes without limitation computer programs commonly referred to as "worms" or "trojan horses";

1.1.10 "visitor" means a third party who has accessed the Website;

1.2 Product specifications and details may be found at www.heartinternet.co.uk.

1.3 Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

1.4 The headings of the paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

2 INTRODUCTION

2.1 The Customer wishes to provide Heart Internet with data that will be hosted on Heart Internet's servers and made accessible via the Internet.

2.2 Heart Internet provides web hosting services and has agreed to host the Customer's data upon the following terms and conditions.

3 DUTIES

3.1 Heart Internet shall provide to the Customer the Services specified in their order subject to the following terms and conditions.

3.2 The Customer shall deliver to Heart Internet the website and the software used in the website which is owned by the Customer, or licensed to him by a third party or Heart Internet ("the Customer Software"), in a format specified by Heart Internet.

4 CHARGES ,PAYMENT AND MONEY-BACK GUARANTEE

4.1 Payment methods include credit cards (including MasterCard and Visa), debit cards (including Maestro (Switch), Solo, Visa Electron and Visa Delta) and direct debits

4.2 Heart Internet do not accept cheques, bank transfers, postal orders, cash or any other form of payment other than those outlined in 4.1

4.3 The Charges are exclusive of VAT, which if payable shall be paid by the Customer.

4.4 Heart Internet shall be entitled to charge interest in respect of late payment of any sum due under this Agreement, which shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 8% per annum above the base rate of the Bank of England from time to time in force.

4.5 Heart Internet do not provide credit facilities.

4.6 From time to time Heart Internet may make enquiries on the Customers company, proprietor or directors of the Customers company with credit reference agencies. These agencies may record that a search has been made and share this information with other businesses.

4.7 Heart Internet provide "Money-Back Guarantees" on certain products. Should your product qualify for this guarantee please raise a support ticket at <http://customer.heartinternet.co.uk/manage/> within 30 days of placing your order for a full refund. This guarantee excludes domain names which may not be cancelled once ordered. Customers are limited to using the money-back guarantee once.

4.8 Pro-rata refunds will not be issued for yearly services that are cancelled before then end of the year.

4.9 Should your chosen payment method fail Heart Internet will attempt to settle your invoice using any other payment facilities available on your account.

4.10 All services will renew until cancelled by the customer. Heart Internet emails the customers primary email address prior to renewal of services, it is the customers responsibility to cancel services prior to renewal as no refund can be made once renewal has occurred. Customers must notify us at least 72 hours before a service is renewed if they wish to cancel that service. The cancellation process must be fully completed by you before your account is cancelled.

5 IP ADDRESSES

5.1 Heart Internet shall maintain control and ownership of the IP address that is assigned to the Customer as part of the Services and reserves the right in its sole discretion to change or remove any and all IP addresses.

5.2 Where Heart Internet changes or removes any IP address it shall use its reasonable endeavours to avoid any disruption to the Customer.

6 SOFTWARE LICENCE AND RIGHTS

6.1 If the Customer requires use of software owned by or licensed to Heart Internet ("Heart Internet's software") in order to use the Services, Heart Internet grants to the Customer and its employees, agents and third party consultants and contractors, a royalty-free, world-wide, non-transferable, non-exclusive licence to use Heart Internet Software in object code form only, in accordance with the terms of this Agreement. For the avoidance of doubt, this Agreement does not transfer or grant to the Customer any right, title, interest or intellectual property rights in Heart Internet Software.

6.2 In relation to Heart Internet's obligations under this Agreement in connection with the provision of the Services, the Customer grants to Heart Internet a royalty-free, world-wide, non-exclusive licence to use the Customer Software and all text, graphics, logos, photographs, images, moving images, sound, illustrations and other material and related documentation featured, displayed or used in or in relation to the website ("the Content"). For the avoidance of doubt, this Agreement does not transfer or grant to Heart Internet any right, title, interest or intellectual property rights in the Customer Software or the Content.

6.3 The Customer undertakes that he will not himself or through any third party, sell, lease, license or sublicense Heart Internet Software.

6.4 Heart Internet may make such copies of the Customer Content as may be necessary to perform its obligations under this Agreement, including back up copies of the Content. Upon termination or expiration of this Agreement, Heart Internet shall destroy all such copies of the Content and other materials provided by the Customer as and when requested by the Customer.

7 SERVICE LEVELS AND DATA BACKUP

7.1 Heart Internet shall use its reasonable endeavours to make the server and the Services available to the Customer 100% of the time but because the Services are provided by means of computer and telecommunications systems, Heart Internet makes no warranties or representations that the Service will be uninterrupted or error-free and Heart Internet shall not, in any event, be liable for interruptions of Service or downtime of the server.

7.2 Heart Internet carries out data backups for use by Heart Internet in the event of systems failure. Heart Internet do not provide data restoration facilities for individual customers. Even though every effort is made to ensure data is backed up correctly Heart Internet accepts no responsibility for data loss or corruption.

8 ACCEPTABLE USE POLICY

8.1 The website and use of the Services may be used for lawful purposes only and the Customer may not submit, publish or display any content that breaches any law, statute or regulation. In particular the Customer agrees not to:

8.1.1 use the Services or the website in any way to send unsolicited commercial email or "spam", or any similar abuse of the Services;

8.1.2 send email or any type of electronic message with the intention or result of affecting the performance of any computer facilities;

8.1.3 publish, post, distribute or disseminate defamatory, obscene, indecent or other unlawful material or information, or any material or information which infringes any intellectual property rights (for the avoidance of doubt this includes licensed software distributed as Warez), via the Services or on the Website;

- 8.1.4 threaten, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;
- 8.1.5 engage in illegal or unlawful activities through the Services or via the Website;
- 8.1.6 make available or upload files to the website or to the Services that the Customer knows contain a virus, worm, trojan or corrupt data; or
- 8.1.7 obtain or attempt to obtain access, through whatever means, to areas of Heart Internet's network or the Services which are identified as restricted or confidential. This includes leaving your home directory whilst using SSH access to servers.
- 8.1.8 operate or attempt to operate IRC bots or other permanent server processes.

8.2 The Customer has full responsibility for the content of the Website. For the avoidance of doubt, Heart Internet is not obliged to monitor, and will have no liability for, the content of any communications transmitted by virtue of the Services.

8.3 If the Customer fails to comply with the Acceptable Use Policy outlined in Clause 8.1 Heart Internet shall be entitled to withdraw the Services and terminate the Customer's account without notice.

9 ALTERATIONS AND UPDATES

All alterations and updates to the website shall be made by the Customer using the online account management facility, FTP access or SSH access where available. The Customer will be issued with a user name and password in order to access the account. The Customer must take all reasonable steps to maintain the confidentiality of this user name and password. If the Customer reasonably believes that this information has become known to any unauthorised person, the Customer agrees to immediately inform Heart Internet and the password will be changed.

10 WARRANTIES

10.1 The Customer warrants and represents to Heart Internet that Heart Internet's use of the Content or the Customer Software in accordance with this Agreement will not infringe the intellectual property rights of any third party and that the Customer has the authority to license the Content and the Customer Software to Heart Internet as set out in Clause 6.2.

10.2 All conditions, terms, representations and warranties that are not expressly stated in this Agreement, whether oral or in writing or whether imposed by statute or operation of law or otherwise, including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded. In particular and without prejudice to that generality, Heart Internet shall not be liable to the Customer as a result of any viruses introduced or passed on to the Customer.

11 INDEMNITY

The Customer agrees to indemnify and hold Heart Internet and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against Heart Internet arising out of any breach by the Customer of the terms of this Agreement or other liabilities arising out of or relating to the Website.

12 LIMITATION OF LIABILITY

12.1 Nothing in these terms and conditions shall exclude or limit Heart Internet's liability for death or personal injury resulting from Heart Internet's negligence or that of its employees, agents or sub-contractors.

12.2 The entire liability of Heart Internet to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

12.3 In no event shall Heart Internet be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or Heart Internet had been made aware of the possibility of the Customer incurring such a loss.

13 TERM AND TERMINATION

13.1 This Agreement will become effective on the date the service is ordered and shall continue until terminated by either party in writing of its intention to terminate the Agreement.

13.2 Heart Internet shall have the right to terminate this Agreement with immediate effect by notice in writing to the Customer if the Customer fails to make any payment when it becomes due.

13.3 Either party may terminate this Agreement forthwith by notice in writing to the other if:

13.3.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

13.3.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances; or

13.3.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or

13.3.4 the other party ceases to carry on its business or substantially the whole of its business; or

13.3.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

13.4 Any rights to terminate this Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of this Agreement as at the date of termination.

13.5 On termination all data held in the customers account will be deleted.

14 ASSIGNMENT

14.1 Heart Internet may assign or otherwise transfer this Agreement at any time.

14.2 The Customer may not assign or otherwise transfer this Agreement or any part of it without Heart Internet's prior written consent.

15 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, the act or omission of any Internet Service Provider, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

16 SEVERANCE

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

17 NOTICES

Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the address of the other party as appearing in this Agreement or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served 2 days following the date of posting.

18 ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Agreement may be updated without notice.

19 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

20 DOMAIN NAME REGISTRATION

20.1 Domain names are not deemed to be successfully registered until they appear in the relevant whois database of the top level domain name registrar. In the event that a domain name is unavailable when we attempt to register it Heart Internet will provide a full refund for that domain name, this will be the full limit of our liability.

20.2 Please return to the main terms and conditions area of this website to view terms and conditions for individual domain name registrars.

20.3 Heart Internet will make reasonable endeavors to renew domains where the renewal fee has been paid. In the event that we are unable to renew a domain name and that domain name is subsequently lost, the limit of our liability shall be the renewal fee for that domain name.

21 SCRIPTING

Heart Internet are not responsible for customer programming issues other than ensuring that programming languages such as Perl, PHP and ASP are installed and functioning on the web hosting system.

22 PRIVACY

To protect your privacy we will not distribute your details to third parties, unless required to do so by law.

23 DATA TRANSFER

23.1 Web hosting accounts include a certain amount of data transfer, if you exceed this amount in any one month your account will be deactivated until you have upgraded to an account that has more data transfer included.

23.2 Web hosting accounts that host file distribution (including but not limited to music, video and software) are limited to a maximum data transfer of 25 GB per month for file distribution.

23.3 Web hosting accounts are prohibited from hosting adult content orientated websites, hosting banners, graphics or cgi scripts for other websites, storing pages, files or data as a repository for other websites or personal computers, giving away web space under a domain (including Resellers giving away free websites), sub domain or directory.

24 SERVER USAGE

24.1 Should your account use more than 5% of the servers processing power and as a result have a detrimental effect on other customers we will discuss with you alternative solutions for your hosting requirements.

24.2 [updated 11/10/07] Heart Internet does not allow proxy sites of any nature to be hosted on its network.

25 AFFILIATE PROGRAMME

Commission earned via the affiliate programme will only be paid by using a valid direct debit/credit mandate on your account. It is the customers responsibility to ensure they have this facility. In the event of the customer not being able to obtain this facility then no commission will be paid.

26 EMAIL NEWSLETTER

Heart Internet communicates with it's customers via email and as such you agree to receive by email our regular newsletter which contains amongst other things changes to our terms and conditions, notification of major outages, updates to our products & features and special offers.

27 WEBSPACE USAGE

Unlimited web space is available for genuine web site content, content must be linked into web pages. Customers are prohibited from using the server as a file/backup repository. Customers are expected to employ good house keeping when maintaining their account.

28 MAIL BOXES

Mail boxes not accessed for 100 days or more will be deleted from the system.

29 DEACTIVATED ACCOUNTS

When a web hosting account is deactivated, you agree that after 50 days this account may be deleted from the system without notice.

JTLnet System Policies and Terms of Use

JTL Networks is able to provide customers with unmatched speed, power, and performance only by ensuring that all system policies are enforced.

It is the responsibility of all JTL Networks customers to read and abide by our system policies. Below are the six policies that all customers acknowledge reading and agreeing to:

[Appropriate Usage Policy](#)

[Spam / UCE Policy](#)

[CGI Usage Policy](#)

[Bandwidth Usage Policy](#)

[Sub-domains Policy](#)

[Billing Policy](#)

Appropriate Usage Policy

1. JTL Networks , Inc. reserves the right to refuse service or cancel existing accounts for any reason at any time. In the event of an account cancellation by JTL Networks or the customer, JTL Networks will not issue a refund.
2. JTL Networks , Inc. reserves the right to change fees at any time.
3. JTL Networks Inc. is not responsible for lost revenue, traffic, or data caused by server down time or failure, domain name transfers, or any other error - mechanical or human.
4. Customers of JTL Networks Inc. are forbidden from partaking in an "abusive practice." The following is a list of current abusive practices. JTL Networks reserves the right to add to or modify this list at any time.

Sending unsolicited commercial e-mail with your account. Also, a violation is incurred if any unsolicited email is reported relating to your domain with us in anyway, regardless of what SMTP (outgoing mail server) was used to transmit the message. Upload, posting or reproducing in any way materials protected by copyright without the permission of the copyright holder. Participating in an abusive practice will lead to an immediate account termination without prior notice or refund of any prepayment.

5. Customers of JTL Networks are bound to all system policies not specifically listed within this agreement. A list of all policies can be found in the Policies section and is also available via fax upon request. Violation of any of these system policies will result in an immediate account cancellation without refund or access to hosted files.
6. This agreement is not assignable or transferable without the express written consent of JTL Networks Inc.
7. JTL Networks, Inc.'s hosting services may only be used for lawful purposes. Transmission of any material in violation of any U.S. or any state regulation is prohibited. This includes but is not limited to: copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret.

The client specifically agrees to indemnify and hold harmless JTL Networks , Inc. from any claim resulting from a breach of these terms, and/or the use of the service which damages another.

8. This agreement shall be governed by the Laws of the State of Ohio. Any action in regard to this agreement or arising out of its terms and conditions shall be instituted and litigated in the Ohio District Court for Franklin County. Each of the parties consents to jurisdiction in such Court and agrees that service of process as provided by the states and rules of civil procedures of Ohio shall be sufficient.
9. This agreement constitutes the entire agreement between the parties hereto.

Spam / UCE Policy

Recent growth of the Internet has brought about more possibilities for abuse of this new communications medium. Thus, JTL Networks has developed the following policies regarding abuse of Internet services. These policies were established to protect you, our customer, from Internet harassment and intrusions of privacy.

"Netiquette" is a term which has come to receive widespread use on the Internet. Netiquette is generally defined as the standards or practices an individual or organization engages in to engender responsible Internet citizenship on their behalf, as well as refraining from standards or practices which would impose undue financial, time, or social constraints on other users of

the Internet.

The Internet has no single governing body. There is no Internet Management to complain to when things go wrong. Every facet of the Internet is overseen by individual organizations (such as JTL Networks) whose networks are interconnected to form the Internet. Additionally, every user of the Internet is responsible for his/her own behavior.

Due to the decentralized system of responsibility, the Internet has managed to retain a sense of "community". Even though many large, commercial entities have recently come online, most of the information on the Internet is made available through the efforts of Internet citizens around the world who have a desire to simply share information with other people.

Because the Internet is simply an interconnected set of similar networks, each entity using the Internet assumes some liability for the cost associated with traffic and storage. When the costs of storage space and transmission are all figured together, a single newsgroup posting can cost the collective Internet thousands of dollars! There are similar costs associated with the bandwidth required to transmit e-mail. Therefore, someone using e-mail or news postings for abusive purposes can create a large financial impact on the individual networks involved.

Aside from the financial costs, individuals who have fallen victim to some sort of Internet abuse have other costs including decreased effectiveness of the Internet. For example, someone besieged by SPAM e-mail (a massive bulk e-mail message to subscribers who did not indicate any desire to receive such e-mail) spends additional time downloading and responding to e-mail which was not requested in the first place. A newsgroup subscriber may see their favorite newsgroup overrun with meaningless off-topic advertisements; thus, obscuring any effective information still remaining in that newsgroup.

When a JTL Networks customer performs one of these abusive activities, JTL Networks pays the price as well. The additional time JTL Networks employees spend responding to complaints could be better spent providing other services. If the domain "JTL Networks" appears anywhere in the e-mail headers, we will get complaints. In particularly egregious incidents, angry Internet users have been known to "mail bomb" an ISP by setting up programs to send so much e-mail that the ISP's mail server crashes thereby denying e-mail access to every customer of the ISP. Our system is robust enough to escape most of these types of activities. However, we JTL Networks cannot escape every undesirable activity.

Because of the potential consequences of this type of activity, JTL Networks disapproves of this type of behavior by its customers. Any JTL Networks customer who abuses the resources of the Internet in any of the following ways will lose their access to the JTL Networks network permanently. This includes:

1. Excessive posting of e-mail to Internet users who previously have not indicated a desire to receive such e-mail;
2. Posting messages to multiple Internet newsgroups which are not immediately relevant to the topics of the newsgroups;
3. Posting advertisements on groups that don't specifically permit advertising. (How do you know? Watch the group for a while before you post blindly. If other people are advertising openly, then you are pretty safe doing the same. Don't advertise unless you are sure.)
4. Using the JTL Networks network for any illegal purpose.

There are literally thousands of advertising and marketing resources that are effective and are available for low or no cost. These include classifieds on every one of the thousands of malls on the Internet, your free JTL Networks web space, registering with search engines, appropriate USENET postings. This is not to say that advertising on the Internet is not allowed. It simply means that JTL Networks reserves the right to cancel the account of any subscriber who advertises inappropriately especially through the use of unsolicited mass mailings and spamming using USENET.

If the subject of Internet abuse is still unclear, please see one of the following URLs:

<http://marketing.tenagra.com/rfc1855.html>
<http://www.oak-ridge.com/ibbch4p1.html>
<http://www.vix.com/spam/>

Any subscriber who violates the SPAM policies of JTL Networks will be charged \$125.00 per hour for the time it takes to "clean up" the SPAM. This shall include but not be limited to the time required to answer mail from recipients of your SPAM and/or repair any damage to the server due to the "mail bombing" or other actions of the recipients in response to the SPAM.

JTL Networks will turn provide the name and personal information of any person found to be in violation of any laws to the appropriate state and/or federal officials for further legal action.

CGI Usage Policy

Our servers are not your testing platforms. User accounts are on high end, live server responsible for maintaining many accounts. Your server space is being provided to display your finished product to the web - NOT for testing purposes. If you

are uploading a script to our server, you acknowledge that you have already tested your script elsewhere and that you know how to install the script. Any script that the on duty administrator deems to be potentially threatening to the overall performance of our web server will be terminated immediately and your account access will be locked out. When scripts are executed that are potentially harmful to the server in the long term, the offending account will be terminated immediately without a refund of any pre-paid fees. A termination includes the purging of all files.

Please note the following cgi usage policies:

The script must use low system resources. Scripts that consume a large amount of server memory or CPU power will be subject to termination, and/or additional fee.

Each user account may not use more than 1% of system resources at any given time.

Scripts may not interact with any server configuration or hardware. Users running scripts that interact with any server configuration or any hardware will be subject to immediate cancellation of the user account without refund.

The script can be used and referenced from any site on the Net (i.e. free counters, etc.); however, scripts must stay within the allowable usage of our system resources. Users using more resources than a single user account is entitled to use will be assessed additional monthly charges.

The script must be executed in a timely fashion. Any script that uses the processor for more than a few milliseconds is subject to removal.

Scripts must be secure. Unnecessarily chmoding scripts to 777 is a policy violation.

Placing scripts in a publicly viewable directory (one without an index.html files) is a policy violation.

Any accounts with scripts found in violation of any JTL Networks policy are subject to future scrutiny of all cgi by our system administrator. If a script is found to be harmful to the system, it will be killed immediately and the account locked until the account owners have been contacted. Any time spent by JTL Networks to kill a script and/or to lock an account will be billed to the account at a rate of \$60.00 per hour. Malicious scripts are subject to immediate account cancellation.

Bandwidth Usage Policy

The official JTL Networks policy is to provide enough monthly bandwidth so that any site using normal resources will be able to perform without a problem. If a site uses over it's allotment of bandwidth for its type of account, the customer will be charged an additional \$7.50 per GB over over allotment per month. If a site is popular enough that is using more than its bandwidth allotment, then the customer is expected to be responsible for higher charges based on the amount of data transfer. The customer acknowledges, in advance, that he/she will be charged an additional \$7.50 per GB per month if the bandwidth exceeds the allotment for the users account.

The customer will be e-mailed a notice once an additional amount is assessed to the customer account. Warnings will not be sent to notify customer that the limit has been reached or exceeded. This term and condition is non-negotiable.

Customers have the right to use their account for any type of legal data transfer including providing free image services that can be linked from the owner's account from any other service.

Sub-Domains Policy

Sub Domain accounts allow webmasters who own more than one domain to host them using the same resources as their main account. These accounts are NOT to be used as resalable accounts. They will be accessible with the same user name and password as the default account.

Account holders can have a sub-domain added to their main account instead of purchasing another full virtual account.

Additionally, all FTP/POP accounts, bandwidth, disk space, etc. will use the admin account. These accounts can be setup with www.domain.com to point to existingdomain.com/domain/.

Restriction

A secure FTP directory may NOT be requested for this account. This means that you may not request one of your FTP accounts to log into this second domain; however, you may have a secure directories within the domains.

Billing Policy

All customers of JTL Networks must abide by all the terms set forth in this and all other policies. Violation of any of these terms can and will result in the immediate termination of an account.

Billing will be made at the first of the month. Prices are subject to change in the future, but are guaranteed through you paid

billing period.

SECTION 1.0: ACCOUNT PAYMENT.

SECTION 1.1: PAYMENTS VIA CREDIT CARD. JTL Networks accepts payment via Master Card, AMEX, Visa and Discover card. Usage of a credit card indicates an authorization to cover all future monthly and additional fees with the credit card on file. Credit cards will be charged within the first week of the new calendar month.

SECTION 1.2: PAYMENTS VIA CHECK. For accounts paying by check, payment equivalent to the setup fee and a one-month service deposit must be received at our office before the order will be processed. All invoices sent via postal mail on the fifteenth of each month. Payments are due no later than the 15th of the next month. Customers are responsible for paying their account even if they do not receive their invoice in the US Postal Mail. To help keep track of your account, we provide all customers with viewable customer information in the Members section.

SECTION 1.3: PAYMENT VIA INTERNATIONAL CHECKS.

Checks that are written that do not draw upon a US bank will have processing fees imposed by the banks. Processing fees imposed by the bank will be billed to the customer.

SECTION 2.0: LATE / NON-PAYMENT.

SECTION 2.1: ACCOUNTS WITH NON-USABLE CREDIT CARDS.

Credit cards on file are non usable when any of the following occur:

1. The card has expired;
2. The card declines our charges for any reason;
3. The card is reported lost or stolen;
4. The card is declared invalid by our processing system.

If a credit card payment fails, the customer will be sent an e-mail and postal notice with 15 days to rectify the situation either with a new payment method or by updating the credit card. The charge will be re-attempted periodically within these 15 days with the last retry being on the 15th day. If the card still does not accept our charge and no other payment has been received by the 15th day, the account will be suspended without exception. The customer will have the option of reactivating the account after paying the full amount of the invoice due. An additional fee of \$15.00 will be assessed for reactivation. The reactivation fee is non-negotiable.

If JTL Networks does not receive payment within 5 days of the deactivation notice, the account will be permanently canceled. This includes the removal of ALL files that may remain. Canceled accounts can not be reactivated with JTL Networks until the reactivation fee is paid.

SECTION 2.2: LATE CHECK – NO PAYMENT.

If payment has not been received by the 15th of the current month, a deactivation of an account will occur. We will keep the account deactivated for up to 48 hours. All account reactivations will be subject to a \$10.00 fee. Accounts deactivated for more than 72 hours are subject to a complete cancellation.

SECTION 2.3: PAST DUE BALANCE OF CUSTOMERS OWNING MULTIPLE ACCOUNTS.

If a customer owns more than one account, any prepayment made toward other accounts will be used to cover the outstanding debt of the current accounts. Additionally, on the next due date of each account, the account will be adjusted accordingly.

SECTION 2.4: FREQUENTLY DELINQUENT POLICY.

JTL Networks considers a customer to be "frequently delinquent" after the third past due or credit card problem notice within any one year period. Customers who become "frequently delinquent" are required to have a positive account balance at all times to receive continued service.

On the 30th day of any month, a "frequently delinquent" customer must have enough money in his/her account to cover the next month's hosting fee. When a "frequently delinquent" customer fails to have sufficient funds to pay for the next month of service, the account will be suspended immediately and the account will remain suspended until payment is made. This policy applies to all payment methods. This policy is nonnegotiable.

SECTION 3.0: CANCELLATION POLICY.

SECTION 3.1: REQUESTING OF A CANCELLATION.

A cancellation will only be accepted if it is done by one of the following methods:

1. The customer must submit his/her virtual authorization by requesting cancellation on-line at the Members section, or
2. The customer must fax a cancellation request to 614-781-9583. The request must include the following information:
Account name and password
Cancellation request

Signature of account owner

SECTION 3.2: RESULT OF A CANCELLATION.

When a cancellation request is made, the technical department will immediately remove all configuration information as well as all contents of the account. JTL Networks will remove all files. This may include unread e-mail left on JTL Networks' servers.

SECTION 4.0: REFUND POLICY.

SECTION 4.1: REFUNDS WITHIN THE FIRST 30 DAYS OF SERVICE.

If an account is canceled within the first 30 days of service, the customer will receive a full refund of all account fees except overages. This 30 day policy shall include the 30th day. Any over usage fees including but not limited to additional bandwidth will not be refunded.

*Note: The 30 day money back guarantee does NOT apply to Dedicated Servers or VPS Accounts.

SECTION 4.2: REFUNDS OUTSIDE OF THE FIRST 30 DAYS.

All service rendered to date will be billed and must be paid. Refunds will be issued only for unused service time. Accounts established under prepaid contracts are normally offered a discount. If cancellation of a prepaid contract occurs before the prepaid term expires, the discount will be voided and each month of service used will be billed at the regular monthly rate. If prepayment funds remain after payment of the monthly rate for each month of service used, a refund will be issued.

Refunds are only valid from the date of the official cancellation request under section 3 of this policy.

SECTION 5.0: KEEPING BILLING RECORDS CURRENT.

SECTION 5.1: UPDATING YOUR BILLING INFORMATION. You can submit billing information changes to JTL Networks via the Members section. You may also fax an update to 614-781-9583. Any fax must include the main account user name / password as well as signature or the account owner.

SECTION 5.2: OUT OF DATE RECORDS. Periodically it may become necessary to contact the customer. If the information provided to us is not current, it may lead to customers failing to receive notices. The customer is responsible for keeping records current at all times.

JTL Networks is not responsible for actions that are taken as a result of customer's failure to respond to JTL Networks' notifications.

SECTION 6.0: RESELLER DISCOUNTS.

SECTION 6.1: QUALIFYING FOR RESELLER DISCOUNTS. JTL Networks makes it possible for customers to resell additional accounts or start a WPP business. Customers who have an account with JTL Networks will receive a 25% discount on all additional accounts equal to or less than the default account.

JTL Networks will automatically make the most expensive account the customer's default account.

Accounts only qualify for the discount if they are applied for at the Members section.

SECTION 6.2: RESPONSIBILITY OF RESELLERS FOR COLLECTING PAYMENTS FROM CLIENTS.

Resellers of JTL Networks are responsible for collecting payments from their own customers. Resellers are in turn responsible for payment directly to JTL Networks for the full amount of their monthly bill. Resellers shall pay JTL Networks for the services provided to Reseller by JTL Networks regardless of Reseller's ability to collect payment for his/her services provided to his/her customers. To assist Resellers with the collection of overdue accounts, JTL Networks will suspend an account and then reactivate it free of charge.

"Suspended" accounts will still be billed to the Reseller unless they request a cancellation of the account.