

Allowed content

Jolokia Networks does not allow storage, display or transmission of the following material on its services. This includes uploading sending by e-mail, posting, streaming, or otherwise.

- **Illegal use:** Jolokia Networks' services may not be used for illegal purposes, or in support of illegal activities.
- **Copyright or trademark infringement:** Use of the Jolokia Networks' service to transmit any material (by e-mail, uploading, posting, hot linking, directly linking or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- **Distribution of Viruses, Spyware, and Malware:** Distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Distribution of software that monitors computer or computer user activity without the computer user's knowledge and consent is prohibited.

Spamming:

Spamming (sending unsolicited commercial or bulk emails) using our servers is strictly not allowed. Do NOT send spam email from our systems.

Sending spam emails which include links to a web site hosted on one of our servers is also forbidden. We reserve the right to suspend or terminate any site that is linked to from spam emails.

To protect our servers we may impose limits on the number of emails sent within a particular time frame from our servers.

Usenet Spamming: We have a zero tolerance policy for the use of our network for the posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any newsgroups or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.

Service Suspension:

We want to allow our customers to use our services the best way, but in order to protect other users, we may, temporarily or not, suspend an instance if this site slows down our servers or uses too many resource. In this case, we will work on a new solution with the customer.

Security:

You must take reasonable steps to protect the security of our services. This includes, but is not limited to: keeping all passwords to Jolokia Networks systems secure. You must not reveal your passwords to third parties.

You must ensure that any programs that are used in conjunction with our services cannot be exploited to compromise security.

[Acceptable Use Policy](#):

The Acceptable Use Policy is part of these Terms and Conditions, but is maintained seperately at the above link.

Scripts:

You are responsible for ensuring that any scripts that you install do not compromise the security of our servers. This includes, but is not limited to:

- ensuring that it is not possible to abuse such scripts to gain access to the file system of the server.
- ensuring that it is not possible to abuse such scripts to send emails to third parties.
- ensuring that you update any installed scripts with the latest releases, which often contain security fixes.

If a script installed on your site is compromised, we may require a cleanup of your site. Where we provide an automatic script installer we may update installed scripts to the latest releases.

Server maintenance:

We might have, from time to time, to perform maintenance, upgrades or replacements to our servers. We reserve the right to suspend access to such server during the required time to do the maintenance, upgrade or exchange the server, for no more than 4 hours. In this event, the users will be sent an e- mail at least 24 hours before the due date and time for maintenance.

Responsibility:

Jolokia Networks cannot be held responsible for any damage caused to your business or yourself, even if the damage is directly caused by one of our employees. Jolokia Networks cannot be held responsible for any loss of data or service interruption, but will do its best to help the customer.

You, as a Jolokia Networks customer, are solely responsible for the content stored on and served by your web site.

Backups:

We usually provide a backup service for your service, however, we do not accept responsibility for any failure of our backup mechanism. Depending upon the type of restore required, we may charge you \$75/ hour for restore services.

You are responsible for maintaining adequate backups of your content.

Technical Support:

Jolokia Networks provides technical support to our customers via a support ticket system. Jolokia Networks provides support related to your service physical functioning. Jolokia Networks does not offer technical support for application specific issues such as PHP or cgi programming, html, script installation or any other such issue as part of its regular support service.

You may purchase additional technical support for issues which are not covered by our normal support. Our standard technical support rate is US\$75 per half hour, paid in advance. For a cost estimate for additional support, please create a support ticket describing the support you require. If you purchase additional technical support and our estimate is too low we will stop work and advise you as soon as possible and provide you with a new estimate. If our estimate is too high, we will refund any extra amount paid by you.

Modification:

We may modify any of these terms and conditions contained, at any time and in our sole discretion, by posting a change notice or a new agreement on our site. Your continued participation now, or within thirty (30) days following the posting notice of any changes in these terms and conditions, will constitute a binding acceptance by you of such rules, changes or modifications. If any modification is unacceptable to

you, your only recourse is to terminate your account(s). In this case, a pro-rata repayment of web hosting costs will be made.

Uptime Guarantee:

We have an availability guarantee of 99.9% availability per month. If this is not met, we will, on request, credit your hosting with 1 day for each hour your site is down, up to a maximum credit of 15 days in any calendar month. Please note that scheduled and emergency service do not count toward downtime calculations. Any request for credit must be made via our support system.

Chargeback and Payment Disputes:

All payment disputes must be raised via the support ticket system.

If you dispute a payment through your credit card company, through PayPal or another financial institution we may immediately suspend or terminate all services you have purchased from us. We may levy a charge of \$50 per dispute instance, payable before we restore your services. If we are charged a chargeback settlement fee, or other fee related to the payment dispute, we may pass this fee onto you.

Termination and Suspension:

You may terminate your hosting at any time by advising us via a support ticket that you wish to do so. We may suspend any or all of your services where we have reason to suspect a violation of our terms and conditions whilst we investigate the suspected violation. We may suspend your services where we have reason to suspect that a script installed on your site is being abused whilst we investigate the suspected abuse.

Clean Up:

If we suspect that activities performed by you or a third party on your hosting account, whether deliberate or not, may compromise the security of our server or any other server or computer, we may require a clean up to be performed.

A simple clean up will be provided free of charge, resulting in total loss of existing data on your hosting account. You should then restore the site from your backups. Depending on the severity, we may agree to perform a complex clean up (targeting only compromised files), for which we will charge support at our standard support rate.

Violations:

If you violate our terms and conditions we may terminate or suspend (temporarily or indefinitely) any services you have with us. In this case no refund will be given for any payments that have been, or are made by you to us.

Following a violations of or terms and conditions, we may levy an investigation charge of \$75 per instance.

Cancellation and refund:

Jolokia Networks will accept a request to cancels some accounts and give a full refund to a new customer who requests such refund and cancellation within 15 days of ordering. Domain name registrations cannot be cancelled and are not refundable. Custom plans will not be refunded.

Governing Law and Forum:

This Agreement shall be governed and interpreted according to laws of the State of California in the United States of America. For all disputes arising out of or related to this Agreement or Service Orders, the parties

irrevocably consent to the exclusive jurisdiction of the Courts of the State of California in the United States of America. Customer's address for purposes of service of process shall be the address designated for notices in this Agreement. In connection with all actions in which Jolokia Networks is awarded amounts due from Customer, Jolokia Networks shall be awarded (either in that action or by way of a separate action) its costs and expenses of litigation (including reasonable attorneys' fees), through trial and appeal. Jolokia Networks may at its sole discretion seek leave to conduct any legal process as described herein in any jurisdiction of any country where a customer or defendant cannot otherwise be brought to order under the laws of the State of California in the United States of America.

Limitation of Liability:

Jolokia Networks' liability (including, for purposes of this paragraph only, any of its employees, agents, or representatives), to Customer (either directly or as a third party defendant in any action or proceeding) for any claim arising out of or relating to this Agreement or Service Orders or the provision of any Services under Service Orders (including, without limitation maintenance and support) shall be limited to the amount of fees paid by Customer to Jolokia Networks under this Agreement within one year preceding the date Customer contends its claim arose. In no event shall Jolokia Networks be liable for any loss of data, loss of profits, cost of cover, or any other special, incidental, consequential, indirect or punitive damages, however caused and regardless of theory of liability. This limitation will apply even if Jolokia Networks has been advised of, or is aware of, the possibility of such damages.

Disclaimer of Warranties:

Jolokia Networks specifically disclaims all implied warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this Agreement, any written materials by Jolokia Networks, or information on Jolokia Networks' web site, shall be for informational purposes only and, whether delivered or disseminated before or after the date of this Agreement, shall not create any express or implied warranties, guarantee of performance, or contractual obligations. Jolokia Networks also reserves the right to change prices for no reason, and at any time.

Force Majeure:

Jolokia Networks will not be liable for any failure or delay in performance to the extent said failures or delays are proximately caused by causes beyond Jolokia Networks' reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations, provided that, as a condition to the claim of non-liability, Jolokia Networks shall give prompt notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

Survivability:

If any provision of these Terms and Conditions is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.