

TERMS AND CONDITIONS

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2. Terms of Service

2.1. Services

KJW Technical Solutions Ltd agrees to provide the services stated for the price agreed at any given time. We do not miss lead customers with hidden costs unlike many other web hosting companies.

2.2. Terms

- All customers are responsible for monitoring their storage space and bandwidth transfer each month.

- Customers who go over the limit of their account will be sent an email with the option to either upgrade their account or reduce store and or storage. If customers continue to go over, we will do everything possible to fix the problem.
- We do hold to right to ban accounts for continuous problems.
- If customers sign up for an account and cancel it within the first month, they will still be charged for the full first month.

2.3. Payments

- Renewal notices are emailed three days minimum before the actual renew date in your account.
- If payment is not received within 2 days a 8% plus the Bank of England's base rate fee will be added.
- KJW Technical Solutions Ltd reserves the right to change prices at any time unless other terms have been agreed upon.
- Any account not brought current within a week (7 days) of e-mail notice or exceeding this time frame in any way is subject to termination.
- **YOU** are responsible for all fees owed on the account from the time it was established to the time that **YOU** notify KJW Technical Solutions Ltd to request for termination of services.
- **YOUR** particular billing cycle corresponds to the contract length that was initially chosen at setup.
- **YOUR** account will automatically renew at this length unless beforehand. There is no fee for cancelled accounts that have been paid for yearly.
- If you cancel an account on the monthly billing cycle KJW Technical Solutions Ltd cannot refund any payments made before.
- All annual payments are non-refundable once the 30-day money back guarantee has passed.
- The only time your annual plan will end is if your account does not comply with our terms of service/acceptable usage policy.
- Both monthly and annual payments are non-refundable if your account does not follow our terms of service/acceptable usage policy.

2.4. Cancellation and Early Termination

Customers must acknowledge that the amount of the services bought is based on customers agreement to pay the fee for the initial term or renewal term.

2.5. Server Abuse

- Any attempt to undermine or cause harm to a server or customer of KJW Technical Solutions Ltd is strictly prohibited.
- KJW Technical Solutions Ltd will strongly react to any use or attempted use of an Internet account or computer without the owner's. Such attempts include 'Internet scamming' (tricking other people into releasing their passwords), password theft, security hole scanning, etc.
- Any unauthorised use of accounts or computers by **YOU**, whether or not the attacked account or computer belongs to KJW Technical Ltd, will result in action against **YOU**. Possible actions include warnings, account suspension or cancelation, as well as civil or criminal legal action, depending on the seriousness of the attack.
- KJW Technical Solutions Ltd has the right to discontinue service, or deny access to anyone who violates our policies or the terms and conditions shown below **WITHOUT WARNING** or **PRIOR NOTICE**. No refunds of fees paid will be made if account termination is due to of the terms outlined below.
- - **YOU** may not run IRC, bots, IOS Apps, Android Apps or clients on shared servers. Unacceptable uses also include, but are NOT limited to: Bulk emailing, unsolicited emailing, newsgroup spamming, upload scripts (Rappidleach), pornographic content, illegal content, copyright infringement, trademark infringement, warez sites (including links to/from),cracks, software serial numbers, proxy-relaying, link farming (the act of or by use of scripts), link grinding, link-only sites, spamdexing, FFA (Free-For-All) and/or anything else determined by KJW Technical Solutions Ltd to be unacceptable use of our services including abuse of server resources.
- **WEBAPPLICATIONS** and **WEB ACCESSIBLE SCRIPTS** – All web applications that are out-of-date and actively being exploited will be shut down immediately without prior notice. **YOU** are responsible for and

should evaluate **YOUR** web-based applications and scripts on a regular basis to ensure their security and orderliness.

- Shared hosting accounts may also be terminated if it includes the following content or have links to the following content: Providing material that is grossly offensive to the Web community including blatant expressions of bigotry, racism, hatred, or profanity; promoting or providing instructional information about illegal activities; promoting physical harm or injury against any group or individual; displaying material containing obscene nudity or pornographic material (not applicable to managed dedicated servers); displaying material that exploits children under 18-years of age; acts of copyright infringement including offering pirated computer programs or links to such programs; information used to circumvent manufacturer-installed copy-protect devices, including serial or registration numbers for software programs, or any type of cracker utilities.

2.6. Disk Space Abuse:

- KJW Technical Solutions Ltd will be the sole arbiter as to what a violation of this provision.
- You are responsible for monitoring your disk space usage. If you need extra disk space, contact one of our staff and they will be happy to help out.
- You can also upgrade your hosting plan from inside your KJW Technical Solutions Ltd client account.

2.7. Bandwidth Abuse

- The intention of KJW Technical Solutions Ltd is to provide a large bandwidth to transfer web documents, and not an offsite storage area for electronic files.
- If **YOU** violate this condition, **YOU** will be notified and given 48 hours to remedy the problem.
- Failure to do so will result in YOU being billed for the overages.

- Traffic will go unmonitored until **YOU** reach the amount of quota allocated to **YOUR** specific **PLAN**. KJW Technical Solutions Ltd will be the sole arbiters to what constitutes a violation of this provision.

3. AUP

- Customers agree to use our services under the Acceptable Usage Policy which is here by incorporated with this agreement.
- Customers agree that KJW Technical Solutions Ltd hold the right to change their AUP at any time to meet webhosting standards and laws.
- Amendments to the AUP are effective on the earlier of KJW Technical Solutions Ltd notice to Customer that an amendment has been made, or the first day of any Renewal Term that begins subsequent to the amendment.
- The Customer agrees to cooperate with KJW Technical Solutions in reasonable investigation of any suspected violation of the AUP. In the event of a dispute between KJW Technical Solutions Ltd and the Customer regarding the interpretation of the AUP, KJW Technical Solutions Ltd commercially reasonable interpretation of the AUP shall govern.

4. Customer Information

Customer represents and warrants to KJW Technical Solutions Ltd that the information he, she or it has provided and will provide to KJW Technical Solutions Ltd for purposes of establishing and maintaining the service is accurate. If Customer is an individual, Customer represents and warrants to KJW Technical Solutions Ltd that he or she is at least 18 years of age. KJW Technical Solutions Ltd may rely on the instructions of the person listed as the Primary Customer Contact on the Order with regard to Customer's account until Customer has provided a written notice changing the Primary Customer Contract.

5. Unsolicited email and spam

- Unsolicited commercial advertisements ('SPAM') are not allowed in e-mail and will likely result in account cancellation. KJW Technical Ltd takes a zero-tolerance approach to SPAM originating from its servers or for spam advertising of domains hosted within our network. If found, **YOUR** account may be deleted.
- The following activities are not allowed: SPAM, which includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts (such messages may only be sent to those who have explicitly requested it from your domain); Forging, altering or removing electronic mail headers – any domain sending stealth spam will be terminated without warning and without refund. Sending numerous copies of the same or substantially similar message with the intent to disrupt a server or account ('mail bombing'); Spamming Newsgroups: Commercial advertisements are unwelcomed in most Usenet discussion groups and on most e-mail mailing lists. Inappropriate posting may result in account cancellation. See the newsgroup or mailing list's charter for whether advertising is allowed or not. Sending a message to many different off-topic newsgroups, is particularly unethical and will be treated as such; Mail may not be to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving e-mail, **YOU** must not send that person any further messages.
- If **YOU** use the services of another provider to promote a website hosted by or through KJW Technical Solutions Ltd ('spamvertising'), then the provisions of the above policy shall apply as if the SPAM were sent through our servers.

6. 99.99% Uptime Guarantee

- **COVERAGE** – This 99.99% uptime guarantee applies to any Customer in good financial standing with KJW Technical Solutions Ltd at the time of a service outage.
- **- SERVICE LEVEL AGREEMENT ('SLA') & SPECIFICATIONS** – KJW Technical Solutions Ltd endeavours to have the content of **YOUR** website

available for http access by any party in the world 99.99% of the time. Network downtime('unavailability') is defined as 100% packet loss from KJW Technical Solutions Ltd to its backbone providers. Downtime is measured past 10minutes after notification of network failure via KJW Technical Solutions Ltd's online ticketing system. If the ticketing system itself is unreachable, the ticket must be started by calling the KJW Technical Solutions Ltd NOC. KJW Technical Solutions Ltd.'s administrators will determine the end of the downtime by a traceroute to **YOUR** machine from outside the KJW Technical Solutions Ltd's network.

- **SHARED HOSTING CREDITS** – In the event that **YOUR** website is unavailable for less than 100%, KJW Technical Solutions Ltd will credit the following month's service fee as follows. **YOUR** credit shall be retroactive and measured in 24 hours a day of a calendar month, with the maximum credit not exceeding 50% of the monthly service charge for the affected month:
 - 95% to 99.9% – **YOUR** account will be credited 10% of your monthly hosting fee
 - 90% to 94.9% – **YOUR** account will be credited 20% of your monthly hosting fee
 - 89.9% or below – **YOUR** account will be credited 50% of your monthly hosting fee
- Credit shall not be provided to **YOU** in the event that you have any outage resulting from:
 - Scheduled maintenance as posted from time to time at KJW Technical Solutions Ltd,
 - Your behaviour or the performance or failure of your equipment, facilities, or applications,
 - Circumstances beyond KJW Technical Solutions Ltd.'s reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services, DNS propagation, domain name registration/transfer, failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of your web site,
 - **YOU** are breaking any agreement policy in KJW Technical Solutions Ltd.'s 'Terms & Conditions and AUP' causing a machine to fail as a result.

7. Technical Support Boundaries

KJW Technical Solutions Ltd provides technical support for **YOU** that encompasses within our area of expertise only. Such expertise includes assistance, troubleshooting, and debugging of our cPanel control panel interface, servers within our immediate responsibility and any other hosting related issues.

Unlike many hosting companies We do our best to help with scripts, templates, and programming languages. However, under no circumstances is KJW Technical Solutions Ltd obligated to **YOU** in the installations of new application modules, templates and/or programming languages, nor in providing assistance for any errors produced by any applications that have been modified by **YOU** previously.

8. CGI Scripts

Each shared web hosting account comes with its own CGI-BIN. **YOU** are free to use any CGI scripts **YOU** wish; however, we reserve the rights to disable any CGI script that effects normal shared server operation without prior notice.

9. Indemnification

Customer agrees to indemnify and hold harmless KJW Technical Solutions Ltd, KJW Technical Solutions Ltd.'s affiliates, and each of respective officers, directors, agents, and employees from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorney's fees) brought by a third party under any theory of legal liability arising out of or related to the actual or alleged use of Customer's services in violation of applicable law or the AUP by Customer or any person using Customer's log on information, regardless of whether such person has been authorised to use the services by Customer.