

JB HOSTING TERMS OF SERVICE

Last Updated 25/04/2024

These terms of service supersede anything that is written or shown on any page on our main website. Due to any delays with web design and/or updates, we cannot and will not guarantee that all information within the pages of <https://jbhosting.uk/> & <https://billing.jbhosting.uk> is 100% correct. All terms should be referred to below as these are the correct terms that we/you/buyer/user/client shall be held to.

These are the terms of service that you the “customer”, “buyer”, “user” or “client” agree to when using our “JB Hosting”, “<https://jbhosting.uk/>”, “<https://billing.jbhosting.uk>”, “Us” or “We” services. Please read through these terms of service as it contains important information regarding your rights and information about your account and the services we offer.

1. INDEMNIFICATION AND RELATIONSHIP OF PARTIES

- The customer agrees to indemnify and hold us harmless from any lawsuit, claim, charge, or expense, including reasonable legal fees and costs of defence, for any matter arising from or relating to the user’s website provided hereunder.
- Nothing contained herein shall be deemed to create a relationship between us and the customer in the nature of a partnership, joint venture, editor/publisher or otherwise.

Both parties acknowledge and agree that we have no interaction with the data or substance of a customer's website, except as necessary to maintain the service.

2. PAYMENTS & PRICE CHANGES

- The user agrees to pay the charges agreed to during the initial signup request on or before the first day of the anniversary of account setup following execution of this agreement.
- The user agrees any payment not received within 1 day(s) of said renewal date shall be considered late and the service may be suspended, either automatically or manually.
- The user agrees any payment not received within 1 day(s) of said renewal date shall be considered in default and service shall be terminated automatically. If you wish to restore a cancelled account or receive a backup of a suspended account, there will be a £7 fee if there is a backup available (of the relevant price in the currency amount of your choice when converted).
- JB Hosting reserves the right to amend the prices listed on <https://jbhosting.uk/> & <https://billing.jbhosting.uk/>, and the right to increase or reduce the resources given to plans at any time with at least 24 hours notice.
- JB Hosting reserves the right to amend package prices and features at any time, especially relating to increases in our costs from our partners, suppliers and software providers.

3. TERM OF CONTRACT & TERMINATION/CANCELLATION

- This agreement shall have an initial term of one month from the date of execution hereof unless otherwise specified by sign up requests such as annual or longer plans. Upon expiration of such term, this agreement shall automatically renew for successive equivalent periods, unless notice is given by either party of its intent to terminate the agreement, at least 3 days prior to the scheduled renewal date. All terms and conditions of this agreement shall be in full force and effect during all original and renewal periods hereunder. If the user does not notify us of their cancellation request at least x days in advance of the date of execution, the user will be responsible for the payment due for the next equivalent period.
- JB Hosting reserves to right to suspend or terminate any and all accounts without notice for any breach of these terms of service.

- Accounts (plus any associated accounts) suspended for breach of these terms of service will be terminated within 24 hours of suspension.
- All accounts which have been suspended due to non-payment will be terminated after 24 hours of the time when payment was due.

4. REFUND POLICY AND MONEY-BACK GUARANTEES

- JB Hosting offers a hassle free 24-hour money-back guarantee on all of our hosting services. Domains and other services are exempt from this guarantee.
- Any upgrades or downgrades are subject to pro-rata payments and refunds, subject to the time left before your renewal date.
- Any order of a domain name is subject to the full term of the domain purchase. For example, if you order a domain for 1 year, this will expire after 1 year. There is no requirement to renew, however, no refund is available if you change your mind after ordering.

5. REFUSAL OF SERVICE

JB Hosting reserves the right to refuse or cancel services at its sole discretion. Failure to follow any terms or conditions established by us may result in the immediate termination and forfeiture of any refund agreements. This includes, but is not limited to abuse of our staff (foul or derogatory comments) and/or our network.

6. WEBSITE CONTENT

- As long as the user's content does not break any applicable laws or cause harm to any specific race, creed or gender, it will be allowed to exist on the user's website.
- The user is responsible for any and all content they place on their website or transfer by any other means using hardware and or bandwidth belonging to JB Hosting.
- JB Hosting reserves the right to remove any page and/or content at any time without notice.
- The user agrees not to host any unauthorised copyrighted material such as music, movies, or photographs without prior permission or which would break copyright law.

- Examples of unacceptable material on a users reseller hosting account, but not limited to the following:
 - Pornographic material (of any kind)
 - Websites that stream copyrighted material such as TV shows, movies or sports, either directly or via 3rd party websites
 - File Dump/Mirror Scripts (similar to rapidshare)
 - Websites promoting illegal activities
 - Email/Spam Scripts
 - cPanel account abuse or “parking”
 - Websites and/or forums/communities that distribute or link to pirated/illegal content
 - IRC Scripts/Bots
 - Proxy Scripts
 - Pirated or nulled software
 - AutoSurf/PTC/PTS/PPC websites
 - Brute force Programs/Scripts/Applications
 - High-Yield Interest Programs (HYIP) or Related Sites
 - Sale of any controlled substance without prior proof of appropriate permits or licences
 - Prime Banks Programmes
 - MUDs/RPGs/PBBGs
 - Hateful/Racist/Harassment oriented sites
 - Hacker focused sites/archives/programs
 - Fraudulent websites (Including, but not limited to sites listed at aa419.org & escrow-fraud.com)

7. THE USE OF OUR SERVICE

- The user agrees to maintain their website in a manner consistent with any and all applicable laws and regulations, acceptable uses and standards in effect, or which become in effect, during the term hereof.
- The user agrees to practice common courtesy in its use of our service, and refrain from using any distribution lists for electronic mail or other techniques for unsolicited mass mailing.
- The user agrees to keep their contact email address with us current at all times. The user also agrees that JB Hosting has no liability for lost or undelivered email messages concerning the status or payment due for a user's account.
- The user agrees that all content on <https://jbhosting.uk/> & <https://billing.jbhosting.uk> , shall not be duplicated, copied or cloned. Any user found to be in violation may have their account suspended and/or terminated.
- The user agrees no notices for account status or invoices will be sent via postal mail or telephone unless initiated by JB Hosting as required by law to collect payment.
- Resource usage, The user may not:
 - Use 25% or more of system resources for longer than 90 seconds. Activities that could cause such problems include, but are not limited to CGI scripts, FTP, PHP, HTTP, etc.
 - Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
 - Run any type of mass email software resulting in a large number of failed messages, often referred to as spam mail. This includes the use of server resources and/or subaccounts to do the same.
 - Run any type of web spider or indexer (including Google Cash / AdSpy) on a shared hosting account.
 - Run any software that interfaces with an IRC (Internet Relay Chat) network.
 - Run any bit torrent application, tracker, or client.

- Participate in any file-sharing/peer-to-peer activities
- Run cron entries with intervals of less than 15 minutes.
- Run any MySQL queries longer than 15 seconds. MySQL tables should be indexed appropriately.
- Disk Space Usage: Your account may not be used as a storage and/or backup service for files/archives. Regular backups of databases, websites, etc, are permitted within reason. Any account found to be using an excessive and/or unreasonable amount of disk space may be asked to reduce their usage or face suspension/termination. Business Name reserves the right to suspend/terminate any service for resource abuse at their discretion.

8. BACKUPS AND DATA LOSS

- User-initiated Back-Ups: Since the backup process which packages and compresses your account can be very resource-intensive (all full backups should be performed during off-peak times as indicated below).

Acceptable Time periods to run full back-ups (off-peak hours): Monday through Sunday

10pm-6am GMT.

9. SECURITY

The user agrees not to attempt to undermine or cause harm to any server or customer of JB Hosting. Failure to comply with this rule will result in the immediate termination of the user's account.

10. UNSOLICITED ELECTRONIC MAIL (EMAIL SPAM)

The user is expressly prohibited from sending unsolicited bulk mail messages (“junk mail” or “spam”). This includes, but is not limited to, bulk-mailing of commercial advertising, information announcements, and political tracts. Such material may only be sent to those who have specifically requested it. Malicious or threatening email is also prohibited. We reserve the right to immediately deactivate your use of our service if we discover such activity. Further, you agree to indemnify and hold us harmless from any claim resulting from your use or distribution of electronic mail services through the service provided through these terms of service.

11. SETTING UP YOUR ACCOUNT

- Full set up of your service may take up to 24 hours, including but not limited to, domain names, hosting services and other addons.
- The user agrees that all accounts should be set up using a valid personal or business details including name, address and email address.
- The user understands that any accounts set up with false information may be the subject of suspension or termination.

12. PRIVACY

- JB Hosting takes all reasonable precautions to ensure any information the user submits is protected and not distributed to any 3rd parties. At no point in time, will JB Hosting use any information provided to us for any purpose other than to keep in contact with the user, provide services purchased by the user or verify a user’s identity. We will not disclose any personal information about a user to third parties (without prior written consent).
- JB Hosting may disclose users’ information to law enforcement agencies without prior consent or notification to the user upon receiving a lawful request.

13. BACKUPS

Account backups are provided as a courtesy and should not be relied on to replace any of your own backups which should be performed at regular intervals. JB Hosting cannot be held liable for any availability issues of backups including but limited to:

- Account backups not performing a specific backup.
- Loss of data through a backup not being available.
- Any loss of data through client actions.
- The availability of backups on our servers.

14. SCOPE OF AGREEMENT

- This agreement must be honoured by all subdomains and dedicated servers of JB Hosting.
- JB Hosting reserves the right to add to and change this agreement at any time without notice. Although we will always do our best to notify you of any major changes to our terms of service, you acknowledge and agree that it is your responsibility to review these terms periodically and become aware of modifications.

By simply using our website and purchasing our services you are agreeing to these terms, it is your responsibility to keep up to date with these terms of service and ensure you agree to them.

15. SERVER RESOURCES

Server resources are provided as-is. A user account is provided in a shared hosting environment and we are unable to increase resources for any particular account for any reason. This is to protect all server resources from abuse.

16. THIRD PARTY SOFTWARE

Our servers use third-party software to help provide a better experience for our users. JB Hosting cannot be held liable for the functionality or availability of any third-party plugin. Whilst we monitor all plugins and software provided by third parties carefully, we cannot guarantee these plugins.