



HOSTING ACCEPTABLE USE POLICY

Terms And Conditions

OVERVIEW

This Acceptable Use Policy is between Rjackson digital consortium (hereinafter RJDC.COM) and the applicant, You: (hereinafter CLIENT) who wishes Internet Web Hosting services with RJDC.COM.

1. Terms Of Use

You are responsible for all content stored on your RJDC.COM hosted sites. RJDC.COM Web Hosted plans may be used for lawful purposes only and you must agree to indemnify RJDC.COM from any lawsuits, legal action, out of court actions, legal fees or any other claims against RJDC.COM concerning any and all content on any of your websites. RJDC.COM hosted websites may not include any pornographic material, illegal software, warez sites, MUDs, Shareware, pirated software files. We do not allow any chat or top site programs on our servers other than the ones we pre-install for our clients to use. IRC: RJDC.COM DOES NOT allow IRC or IRC bots to be operated on RJDC.COM servers. RJDC.COM will be the sole judge of what is unacceptable use of web space. Violators will be charged a minimum \$500.00 service charge for each instance of verifiable instance that is reported to RJDC.COM and faces account suspension and/or termination.

All RJDC.COM plans may not be used as a storage area for files that are not linked to CLIENT's web pages. Only data and information that relates to CLIENT's website is permitted at the domain or IP address hosted by RJDC.COM. All data files and HTML pages must be linked to CLIENT's active website. CLIENT's who violate this may be terminated immediately and will be fined service charges of \$500.00 (US) for each violation. By agreeing to these terms you agree to permit us to charge your credit card or checking account for any fines assessed, if applicable.

2. RELATIONSHIP BETWEEN RJDC.COM AND CLIENT

- a) RJDC.COM will use its best efforts to maintain a full time 24/7 Internet presence for CLIENT.
- b) CLIENT's rights and privileges can not be sold or transferred without the written consent and approval from RJDC.COM thirty (30) days in advance.
- c) Taxes, special services and third party charges will be stated separately on the invoice. CLIENT shall pay all taxes, fees, and governmental charges.

3. UNSOLICITED COMMERCIAL EMAIL (SPAM)

Spamming, or the sending of unsolicited email, from a RJDC.COM server or using an email address that is maintained by RJDC.COM is STRICTLY prohibited and will qualify CLIENT's site for immediate deactivation with no refund. RJDC.COM will be the sole arbiter as to what constitutes a violation of this provision. Additionally claims investigated by RJDC.COM about Spam from any of our CLIENT or CLIENT's of theirs, will be fined and billed for such work The fee for such an instance if CLIENT is found to be at fault is \$.50 per email sent and up to a \$500 fine per incident.

4. 30 DAY MONEY BACK GUARANTEE

All Web Hosting plans include a 30 day money back guarantee. If you are dissatisfied with your service for any reason, you will receive a full refund if you cancel your account within 30 days of activation. This policy does not apply to any additional services such as overages and extra disk space, etc. Also not included are Domain Parking services and Domain Registration fees.

Any activities that violates our Acceptable Use Policy which leads to a suspension or deactivation of your hosting account within the 30 day money back guarantee period will subject to a forfeiture of all fees paid and is not negotiable. We reserve the right to remove any account without advanced notice for any reason at any time without prior notice.

5. BILLING

All contracts are on a month to month basis. CLIENT shall pay RJDC.COM monthly recurring fees, plus additional charges as outlined on invoices. Pre-payment of monthly recurring fees is due by the time stated on invoice. Accounts 5 days past due will be suspended. Accounts 15 days past due will be deleted from the server without a refund of any payments made thus far. If any terms or conditions set below are failed to be followed, the account in question will be automatically de-activated. RJDC.COM reserves the right

to change prices with or without notice.

6. CANCELLATIONS

CLIENT's who wish to cancel a RJDC.COM hosting service must send an email requesting a cancellation to BILLING@RJDC.COM or postal correspondence before the next billing cycle. If you cancel your account, you will be refunded the unused pro-rated month(s) minus a service fee of 20% of the contract. We reserve the right to remove any account without advanced notice for any reason at any time without prior notice.

7. 99% UPTIME GUARANTEE

Rjdc.com uses only top quality servers, switches, and routers. This translates in great reliability and uptime. As a result we guarantee that our network will be up and functioning 99% of the time per month.

We are not responsible for outages or circumstances beyond our control that hinder access to your site or server such as :

- Traffic conditions on the internet
- ISP problems
- Browser or DNS caching
- An outage from an upstream facility outside of our network.

Occasionally servers and systems must be brought down for routine maintenance and upgrades to ensure that your site will perform optimally. However, we strive to keep such service interruptions to a minimum, and, when possible, give you advance notice of scheduled any maintenance.

Scheduled service outages do not qualify for this guarantee!

Additionally, this guarantee is your remedy for any unscheduled downtime of more than one half of one (.5%) percent per month. We will provide a credit in the amount of 1 day for every hour that your domain or server is unreachable due to a network or equipment failure. Downtime must be confirmed by a staff member in our support system. Maximum credit given will be for 1 free month of hosting or \$24.95 whichever is less. The credit will be applied to your invoice on your next due date.

8. INTERRUPTIONS IN SERVICE

RJDC.COM is not liable for any errors or interruption in service, whether within or outside of RJDC.COM 's reasonable control. CLIENT understands interruptions may or may not occur and CLIENT will hold RJDC.COM free and harmless from any damages incurred in any event of any time of loss. Service may be temporarily unavailable for scheduled maintenance, either by RJDC.COM or by third-party providers, or because of power interruptions or other causes.

9. BACK-UPS

RJDC.COM performs daily backups on all servers to ensure critical files are never lost. Server software available through the Control Panel can create daily backups for CLIENT sites that CLIENT may download. RJDC.COM does not restore a file any user has accidentally deleted or modified. The back-up restoration is for emergency procedures only. CLIENT is advised to backup all of CLIENT's own files to your local drive. RJDC.COM is not responsible for lost data, time, income or any other resource due to corrupt backups or non-existent back-ups.

10. SERVER ABUSE

Any attempts to undermine or cause harm to any RJDC.COM server or customer of RJDC.COM is strictly prohibited. Any CLIENT the abuses resources and actions are not taken to desist, calls for immediate de-activation without any refund of payments made thus far. Any site using what RJDC.COM deems to be using excessive CPU cycles or any resources that cause strain to other sites may also be offered new terms.

11. WARRANTY AND ASSUMPTION OF RISK

CLIENT uses RJDC.COM services at CLIENT's own risk. RJDC.COM makes no warranty expressed or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. RJDC.COM shall not be liable for any loss or other damage, including but not limited to special, incidental, consequential, or punitive damages, resulting from any failure to provide service or from any termination of service. RJDC.COM has no control whatsoever and shall not be responsible to CLIENT for the content of any web site or for the content of any third-party material passing through or associated with CLIENT's web site, some of which may be

illegal, inaccurate, adult in nature, harmful, or offensive.

CLIENT agrees not to harm RJDC.COM, its reputation, computer systems, programming and/or other CLIENT's using RJDC.COM services.

12. LIMITATION OF LIABILITY

In no event shall RJDC.COM or any of its officers, contractors, or employees be liable for any loss of profit or revenue by CLIENT or for any consequential, incidental, special or exemplary damages incurred or suffered by CLIENT, nor for any loss of power or heating, ventilation, and air conditioning interruption, even if RJDC.COM has been advised of the possibility of such loss or damage. CLIENT shall indemnify and hold harmless RJDC.COM from and against any all claims, costs, expenses or liability arising out of CLIENT's (inclusive CLIENT's officer, contractors, employee agents and invitees) collective or individual use, occupancy or operation of CLIENT's web site content and/or information.

By using RJDC.COM services, you signify your agreement with the Hosting Acceptable Use Policy. RJDC.COM reserves the right, at RJDC.COM discretion, to change, modify, add, or remove portions of this policy at any time, with or without notice. RJDC.COM reserve the right to refuse, cancel, or suspend service at our sole discretion. These terms may be modified at any time and without notice. All users previous and new are always subject to the newest terms posted here at all times.