

# J. Stanford

## Hosting Terms and Conditions

### Account Setup

J. Stanford is a web page design and hosting provider.

I will setup your account after payment has been received & cleared. You may pay by Cheque, Money Order, Cash, or Direct Deposit.

Only the authorised person listed on the account, when the account is created will have access to the account, and they will be referred to as the 'primary account holder'. The primary account holder will be issued with a username and password which is required to access online Control Panel. Please ensure you never give out your login details to anyone. J. Stanford may also verify your identity by asking security questions, as required by the privacy laws in Australia. The client agrees to provide this information before assistance can be provided to them.

If you wish to change the legal ownership of a whole account (and all products and services under it) there is a \$40.00 charge for the administration work involved. To facilitate the transfer, the primary account holder needs to provide in writing to J. Stanford a signed letter which includes their full name, email address, full address, date of birth, domain name and/or products listed on their account, along with the new registrant details: Full name, full address, email address, date of birth. Changing the legal ownership of an account does not include updating the legal registrant information for any domain name linked to that account.

By signing up with J. Stanford you understand and agree that you are:

1. Over 18 years of age, or
2. Under 18 years of age and have obtained parental permission to use my products and services.

### Publisher and author of web site

J. Stanford does design web sites, but any publisher or author can use my server and design their site themselves. If you choose to design your own site, and act as publisher, author, or reseller, it is your responsibility to ensure your web site(s) do not breach my terms and conditions.

J. Stanford is not responsible for or does not endorse the content hosted by or activities performed by you whilst using my services or by any sites you host.

J. Stanford provides no website design software to clients to allow them to create and publish web sites. The clients are responsible for the design software they use, and agrees the web site and material they design and publish, will not breach my terms and conditions.

From time to time, a client that experiences difficulties in publishing their web site or troubleshooting technical problems may request we publish their web site or modify their web site on their behalf. J. Stanford in this instance does not become the web site publisher and/or author and is making these changes by instruction of the Primary Account holder.

J. Stanford does not offer domain names for testing or any other use. You must purchase your own domain names for your purposes.

## Content

All products and services provided by J. Stanford may only be used for lawful purposes. This includes, but not limited to copyrighted material, or material we judge to be threatening, obscene and pornography. We do not allow pornographic sites, or sites whose sole purpose is to promote harmful drugs, including alcohol and tobacco in all its forms. The customer agrees not to host such material.

The customer agrees to indemnify and hold harmless J. Stanford from any claims resulting from the use of my products or services in any shape or form. J. Stanford does not endorse any web site content hosted on my network and the content remains the property of the web site owner. If you wish to lodge a complaint against a web site, please contact me using the methods described on my website at <http://www.stanfordnorth.com> .

Examples of unacceptable material:

- IRC Bots
- Warez Sites
- Defamation of person's character
- Pirated Software
- Running processes which cause the server to crash or become non-responsive
- Illegal or pirated sites, content or software.
- Breaching copyright and trademarks
- Proxy servers or other servers
- Hate sites
- Run any bit torrent
- Pornographic sites (nudity)
- MUD applications
- Hack programs and archives
- Spamming related sites or sites that send out spam email
- Extremists sites
- Phishing sites
- Other sites where formal complaints are received
- Sites where J. Stanford are placed 'on notice' or where legal action will be taken against J. Stanford for hosting a web site, with supporting evidence.
- Sites which have been hacked / run malicious scripts

If your web site is suspended and/or breaches any of the above, we reserve the right to charge a cleanup fee for the administration time involved to attend to your account / server and update you on the issue at the standard rate of \$40 per hour, minimum 1 hour. You will be responsible to resolve the issue and rectify the issue after we inform you of the breach.

## **Zero Tolerance on Spam & Leeching**

We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists" and "double option" will be treated as spam.

J. Stanford reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with this policy, at its sole discretion. J. Stanford also reserves the right to make any such modifications that are urgent at my sole discretion.

## **Backups and data loss**

You agree you will only perform backups of your site, databases, web space, etc, using the backup function in your hosting control panel between the off peak hours of 11.30pm Australian Eastern Standard Time and 7am Australian Eastern Standard Time. Using the backup function outside of these times may result in your account being suspended, as outlined below.

The backup function in your control panel uses high server resources and may cause the server to become less responsive, affecting the web site performance for other users.

Your use of my products and services is at your sole risk. J. Stanford is not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on J. Stanford servers at all times.

J. Stanford will not be liable for any data loss due to server failure, any other failure whatsoever, or corruption of programs, hacking, etc. The client should always have a backup or storage of data that is not corrupted and is available to be used if necessary.

We provide backup tools in your control panel which will allows you to perform backups of your account when required, or you can always download your web site files from my server for off-site storage.

## **Support**

If you are experiencing a problem with your hosting, you are required to notify me of the issue immediately, so we may resolve the issue. If you do not notify me of the problem, no allowances will be made, as we have not been given a reasonable opportunity to resolve the issue. J. Stanford is a Web Page Design and Hosting Provider and is not responsible for the users Internet Connectivity through their Internet Service Provider (ISP), connection troubleshooting, computer setup, or email spam filters on email clients. Please contact your ISP or Computer Technician for assistance in these matters.

## **Payment Information**

You agree to supply appropriate payment for the services received from J. Stanford, in advance of the time period during which such services are provided. You agree that until and unless you notify J. Stanford of your desire to cancel any or all services received, those services will be billed on a recurring

basis.

J. Stanford reserves the right to change the advertised price on products and services and any other charges at anytime. Current customers will be notified prior to any change in their billing cycle charges. All new services will be charged at the new rate.

It is your responsibility to ensure your contact details are correct, so you can receive notifications, invoices, payment reminders, etc.

All goods and services purchased for which payment has not been received in cleared funds, remains the property, internet property and intellectual property of J. Stanford.

J. Stanford's hosting service is a prepaid service. Your account will not be created until funds have been received in cleared funds. It is your responsibility to ensure we have received funds by the due date to avoid suspension and/or termination of my products and services. If you have made payment and would like to cancel your account before it is activated, you will receive a refund, minus a \$10.00 administration charge, to cover my bank fees, postage charges, and company administration. If you have made an over payment on your account and require a refund, you will receive a refund, minus a \$5.00 administration charge, to cover my bank fees and company administration.

We reserve the right to change and refuse payment methods to clients at the sole discretion of J. Stanford.

## **Account suspension**

I reserve the right to suspend your account if you have an outstanding invoice or account. If your invoice or account remains unpaid, I reserve the right to cancel or suspend your entire account(s) and all products and services under it. If your account has been suspended or cancelled, no further support resources will be provided by my staff in relation to products and services on your account, including web hosting, site management, email, etc until the account has been paid in full.

I reserve the right to suspend your account at any time for breaching my terms and conditions, for initiating activities which may reduce the security of other web sites on my servers, or where J. Stanford has been given misleading or false information regarding the type of web site to be hosted or the customer information provided has been inaccurate or false.

## **Misc Information**

Microsoft Frontpage 98 extensions are not supported by my systems, as Microsoft has removed support for this version of frontpage. Frontpage Extensions 2000+ are supported.

## **Cancellation**

J. Stanford reserves the right to cancel the account at any time. If your account has been terminated or suspended for breaching my terms and conditions, non-payment or where a formal complaint is received, no refunds will be given.

Any proof of misleading or giving false information to the company or its employees, including, threatening, extortion, harassment, improper conduct, abuse, swearing or other unlawful activities may lead to automatic cancellation of your account without refund. This can be email, telephone or in any form where staff are threatened, abused or mistreated.

If you have paid for a year's access and received a free domain name, the domain name remains the property of the registered owner.

To cancel your account or products and services on your account, please contact me by phone or email according to my contact details on my web site.

Once you have cancelled your account, no further support resources will be provided by my staff in relation to products and services on your account, including domain names, web hosting, site maintenance, etc. We will not engage your account in any way once your account has been cancelled.

No refunds or credit will be given if you cancel your account or downgrade to a lower package.

Hosting and related services are non-refundable.

If you have cancelled your hosting account with J. Stanford and would like to reactivate your account, a \$25.00 administration fee will apply to cover the administration time involved in recreating your account and update my billing system.

J. Stanford does not offer a money back guarantee.

## **Resource Usage**

Users may not initiate the following:

1. Use 25% or more of system resources for longer then 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, scripts, FTP, PHP, HTTP, Mail, etc.
2. Run any type of interactive real-time chat applications that require server resources. Remotely-hosted services are fully allowed.
3. Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
4. Run any software that interfaces with an IRC (Internet Relay Chat) network.
5. Run any gaming servers such as counter-strike, half-life, battlefield1492, etc
6. Any activity which causes the server to crash / restart
7. Check their email more than every 3 minutes.

## **Bandwidth Usage / Disk Space**

It is your responsibility to upgrade your account and monitor your usage.

You are allocated a monthly bandwidth allowance. This allowance varies depending on the hosting package you purchase. Should your account pass the allocated amount you will be required to upgrade to the next level plan of bandwidth usage and/or disk space.

Our system may automatically suspend your account if you exceed all of your allocated resources. We reserve the right to suspend the account until the start of the next allocation or until you upgrade to a higher level of package, terminate the account and/or charge you an additional fee for the overages.

Unused transfer in one month cannot be carried over to the next month.

## **Price Change**

We reserve the right to change prices listed on J. Stanford's web site, and the right to increase the amount of resources given to plans. Customers will be notified by email before any price changes are implemented to their account. It is your responsibility to ensure your email address and postal address listed in my billing system is functional and working and can accept communications from us.

## **Indemnification**

Customer agrees that it shall defend, indemnify, save and hold J. Stanford harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against J. Stanford, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless J. Stanford against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with J. Stanford; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights, legal and/or civil rights of a third party; (3) copyright infringement and (4) any defective products sold to customers from J. Stanford's server. J. Stanford does not guarantee uptime.

By accessing any web site hosted on my network or servers, you understand, agree and are bound by this indemnification.

## **Disclaimer**

J. Stanford will not be responsible for any damages your business may suffer. J. Stanford makes no warranties of any kind, expressed or implied for services we provide, nor do we guarantee your web site or applications will work error free on my servers. J. Stanford disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by J. Stanford and its employees.

## **Changes to the Terms and Conditions**

J. Stanford reserves the right to revise its policies from time to time without notice to you. By continued use of my services, you agree to and are bound by the updated terms and conditions, that can be accessed on my web site at any

time.

I, the undersigned, have authority to sign for the organisation / business name indicated, and agree to all the above terms and conditions for hosting a website through J. Stanford.

Name: \_\_\_\_\_

On Behalf of

(organisation/business name): \_\_\_\_\_

Signature: \_\_\_\_\_

Hosting Plan (please indicate plan required):

- 25MB Website Space
- 100MB Website Space
- 200MB Website Space
- 350MB Website Space

Payment Option (please indicate option required):

- Payment Monthly
- Payment Quarterly
- Payment Yearly

Type of website (please indicate):

- Personal
- Non-profit/Religious Organisation
- Business