

Terms of service

Definitions

- User – means individuals who are directly accessing the Services via an online sign-up process in accordance with the Agreement signed with the service provider.
- Active User – means individuals who have one or more active services.
- Inactive User - individuals without any services or the services are cancelled or terminated.
- Visitor - individuals that are browsing the Provider's website at <http://www.hostjedi.com/>.
- Services – During the Term, either or both services and products provided by the Provider and available via Providers' website.
- Downtime - means that a system or service is not working at a given time.
- Monthly Services – Services where client agrees to purchase services on a monthly basis.
- Long-Term Services – Services where client agrees to purchase services for more than a 1-month period.
- Primary Language – English.
- Primary Currency - USD.
- Secondary Currencies – EUR
- Billing Cycle – The usual time that is taken between sending a customer a list of the amount of money owed for goods or services and the money being received, taking into account the amount of time allowed to customers to pay.
- Billing Account – It is also known as Client Area. It presents the account at <http://www.hostjedi.com> holding a summary of all types of services provided to the User.
- Credit Balance – The amount remaining in a cash account or margin account after all securities have been paid for.
- Confirmed affiliate income – The User's income earned through the Affiliate System.
- Affiliate Earned Funds – The income that the User received.
- Complaining Party – the User or an interested 3rd party that submits a report, concerning the violation of Acceptable Use policy.
- Authorized payments – A money transfer scheduled on a predetermined date to pay a recurring bill. These transactions are pre-approved by the User.

I. Application of Terms

- The Terms of Services control the conditions and procedures for the provision of services provided by HostJedi ("Provider", "we", "us", "our") to the user of the services ("User", "he", "his").
- Terms of Service constitute the overall legal agreement between the Provider and regulate the rights of both parties.
- The application of these Terms takes effect from the date of its acceptance, materialized by the completion of the registration process.
- In Terms of Service, unless the context clearly indicates otherwise, words indicating singular include plural and vice versa. Similarly, an expression which denotes a natural person includes a juristic person and vice versa.
- The names of the articles of these rules are simply used for convenience and do not have any influence on interpretation by both parties.

II. General Terms and Conditions

1. Provider's Rights and Responsibilities

- 1.1.The Provider does not guarantee or assume any kind of responsibility for damages suffered as a consequence of third parties' access to the Site via Internet.
- 1.2.The Provider is not liable for any damages caused by possible downtime of any service. However, in knowledge of any issues which caused damage with its services, the Provider reserves the right to limit any amount paid in return to the User, for any of his services, to a maximum of 3 months of the monthly service fee.
- 1.3.The Provider is not liable or responsible for any service maintenance or delivery delays due which were produced by third party services or other actions directly not controllable by the Provider. In cases where delivery is delayed due to external causes the customer has the right to request the next payment date to be moved accordingly.
- 1.4.The Provider reserves the right to demand upgrade of any service in case when the Provider deems for it to be necessary. This is done in order to verify the stability of the service and the rights to equal performance for any neighboring service user.

2. User's Rights and Responsibilities

- 2.1.The User undertakes to use the Site in accordance with the Terms of Service in any case of interaction.

- 2.2.If not in compliance with the obligations arising from these Terms of Service, the User agrees not to use any of the services provided by HostJedi or Digital Energy Technologies Ltd.
- 2.3. Any abusive act or omission which may be justified by involvement of third parties is not permitted. The User is always held liable for any implemented actions using resources bought or leased for temporary use.

3. User's Non-Compliance

- 3.1.In the event that the User does not comply with Terms of Service, the Provider will act under the sole discretion in order to restore compliance.
- 3.2.The Provider is permitted to deny new orders and halt tasks, including support tasks that are already in progress.
- 3.3.The Provider will continue communication with the User with emphasis on the non-compliance issue only.
- 3.4. If the Provider's efforts to restore compliance with Terms of Service fail because of the User's non-cooperation, the Provider reserves the right to suspend and/or terminate any service for the User who violates Terms of Service. In case of such suspension or termination where the User acts deliberately and intentionally to cause damage to any property in any shape or form, a refund is not applicable. Moreover, the User will be held responsible for this unilateral termination of service agreement initiated by the Provider.
- 3.5. Provider reserves the right to terminate, suspend, deactivate, or impede the usage capabilities of the User's account for abusive, excessive and/or fraudulent use of the Service. Considering the severity of the incident the Provider may not contact the User prior to suspension. Such inaccessibility is not considered downtime. The Provider will put an effort to cooperate toward a problem resolution as long as the User shows initiative toward mutual cooperation. However, if the Provider believes that it will cause risk of another incident, re-activation of the service is not allowed to the User.
- 3.6. In the case of any illegal activities which may occur, the Provider will contact appropriate legal authorities.

4. Uptime Guarantee

- 4.1. The Provider works hard to maintain servers uptime and guarantees a 99% uptime on all HostJedi hardware and network connectivity. In any given two months, if the uptime guarantee is breached:
 - Service downtime for additional 1 hour equals to additional 1 day to service due date.
 - Service downtime for additional 4 hours equals to 1 week service due date (8 hours = 2 weeks etc).

- Compensations are provided up to additional maximum of 1 month period to service due date.
- The uptime guarantee does not apply to 3rd party products (domains, cpanel, ssl and etc).
- Compensations are calculated on the User's service lifetime. Compensations can only be issued for services which are active for at least for 3 month or more in such periods: 3 month (total of 22 hours downtime), 6 month (total of 43 hours downtime), 9 month (total of 66 hours downtime), 12 month (total of 87 hours downtime).
- Scheduled service maintenance does not apply as a downtime.
- 4.2.Compensation will be applied only if all invoices are paid for the impacted service.
- 4.3.Compensation will be applied in up to 7 days after customer report and confirmation from HostJedi team.

III. Billing Account

1. Account Eligibility

- 1.1.Billing account – represents the account at the Provider's website <http://www.hostjedi.com/>, holding a summary of any type of services provided to the User.
- 1.2. When registering the User confirms the following:
 - The User is the owner of the valid email address used to set up the billing account and is held the owner of the billing account. Therefore email address cannot be changed. Provider may also require you to validate your Account at registration or if we believe that you have been using an invalid email address.
 - The User will not pass, sell, or transfer the ownership of the billing account to other people in any form. Any Account registered with another person's email address or with a temporary email address may be closed by us without notice
 - The User is in a possession of a billing account. Acts when multiple accounts are made to bypass any restrictions or commit illegal activities will result in permanent termination of all services.
 - The User will provide correct and verifiable information and any other information requested in order to complete the sign-up process and will maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete.
 - The User is fully responsible for his billing account and for any actions that take place through his account.
- 1.3. In case there is doubt of compliance with Terms of Service, the Provider has the right to deny service to the User for as long as the non-compliance persists.

- 1.4. Services to the User located in a country with a high fraud rate are denied by the Provider.

2. Additional Information Request

- 2.1. In order to verify the provided information made by the User, the Provider has the right to request additional information from the User.
- 2.2. Additional information includes (but is not limited to) ID card or passport copies. In the case that the User chooses to pay for his services by credit card, a credit card scan may be requested as well.
- 2.3. The User undertakes to provide original, high quality, easily readable, uncropped scans or photos of the specified documents.
- 2.4. The User is asked to provide additional information for various reasons such as (but not limited to) credit card ownership validation or IP order justification.
- 2.5. If the User provides any information that is untrue, inaccurate, outdated, or incomplete, or if the Provider has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, the Provider may terminate the User account and refuse current or future use of any or all of the Service.
- 2.6. Provider has the unilateral right to suspend or terminate the User's account if the User refuses to comply with Terms with no refund possibility. The Provider will act based on "User's non-compliance" terms.

3. User's Content Policy

- 3.1. The User of the account is responsible for any actions carried out within the account and all resources given by the Provider.
- 3.2. The User has a duty to take care of their account and its safety.
- 3.3. The User is solely responsible for making back-up copies of the User Web site and User Content if he don't order specific service for that.
- 3.4. The User is solely responsible for the preservation of his data. While the backups are being done by the Provider (if such feature is included within the User's service), we do not guarantee that the contents of a Web site will never be deleted or corrupted, or that a backup of a Web site will always be available. The User should always make backups of the information that is relevant to him.
- 3.5. In any case of data loss the Provider may not be held liable.

IV. Billing and Payment Policy

1. Billing Policy

- 1.1. The invoice for the services is calculated according to the rates that are present on the website.

- 1.2.The User is responsible to review billing information.
- 1.3.If the User uses monthly services, invoices are generated 15 days before the due date.
- 1.4.If the User uses long-term services, invoices are generated 25 days before the due date, if not stated otherwise.
- 1.5.Due date reminders are sent respectively each day after the payment date for 3 consecutive days.
- 1.6.The due date for the payment may not be changed by either party.
- 1.7.An invoice generated for the next billing period of an active service may not be cancelled on request.
- 1.8.If any outstanding invoices are unpaid within the specified period (10 days for shared services, 15 days for VPS and dedicated, 0 days for additional services), related services will be suspended automatically.
- 1.9.In case of service cancellation, all related invoices will be cancelled automatically.
- 1.10.In case of order reconsideration, the former order is terminated and the related invoice is canceled.
- 1.11. If there are outstanding invoices for the service in question, the Provider reserves the right to refuse some service upgrades. In such case, the User is asked to pay for the outstanding invoices prior to the upgrade.
- 1.12.The Provider reserves the right to change the rates of services anytime. The Provider will give the User advance notice of any changes.

2. Payment Policy

- 2.1.The currency initially assigned to the billing account may not be changed.
- 2.2.Discounts provided for first-time accounts may not be used multiple times by the same person. Coupon/promotion abuse will not be tolerated and may result in the suspension or termination of the account.
- 2.3. Currency exchange rates may cause the price change, and the Provider has no liability for such changes.
- 2.4. Taxes imposed by any tax authority of any kind are not included in prices, if not stated otherwise. User is responsible to cover additional taxes that may be applied.
- 2.5.Only the User himself may pay for his services. The Provider reserves the right to ask to prove the ownership of the credit card or any other medium of payment used.

- 2.6.The Provider is not responsible for automatic transactions which are issued by third party checkout services. It is the User's responsibility to manage their third party checkout services account settings to disable and avoid unwanted automatic transactions.
- 2.7.By creating a billing agreement for authorized PayPal payments through the Client Area, the User gives permission for the Provider to process automatic transactions from his PayPal account. It is the User's responsibility to create, manage and terminate authorized PayPal payments in the Client Area.
- 2.8.By creating authorized credit card payments through the Client Area, the User gives permission for the Provider to process automatic transactions from his credit card. It is the User's responsibility to create, manage and terminate authorized credit card payments in the Client Area.
- 2.9.By using his PayPal account with HostJedi, the User agrees to set PayPal as his default payment method for all future automatic transactions. If the User chooses to add a credit card to his account, it will be set as the default payment method for all automatic transactions. It is the User's responsibility to create, manage and terminate authorized payments in the Client Area.
- 2.10. Any type of fraud regarding the payment for the services is not tolerated. The services are terminated and the User is reported to legal authorities without prior notice if any illegal actions occur.

V. Cancellation and Refunds

1. Service Cancellation

- 1.1.Services may be canceled by either party – the Provider or the User. However, Provider cannot cancel the service on the User's behalf.
- 1.2.The Provider has the right cancel the services if the User violates Terms of Service. This can be done without prior notice.
- 1.3.The User has the right to cancel his service anytime by submitting the cancellation request through his billing account.

2. Refund Policy

- 2.1.The Provider ensures 30 day money-back guarantee. The guarantee applies from the moment the service is activated and it applies for each service separately. Please note that the 30 day money-back guarantee is not valid for 3rd party products and services. If the User has purchased a service that includes a free domain name and the user canceled the purchased product, the standard price for the domain name will be deducted from the refund amount. The refund excludes the value of 3rd party products and services without

any exceptions. The refund excludes all payment and transfer fees made while order processing.

- 2.2. In order to apply for a refund, the User must submit a refund request through his registered billing account.
- 2.3. Refunds are provided to the User's credit balance or via the same payment medium that was used by the User if applicable - the User's payment gateway account or the User's bank account.
- 2.4. Refunds are applicable only if the User is in compliance with Terms of Service, has not undergone suspension or termination due to violations of Terms of Service before and has a clear abuse history.
- 2.5. Refunds are provided for shared hosting, VPS hosting and Dedicated hosting services.
- 2.6. Refunds are provided for each service accordingly. However, the User may receive a refund for a specific service only once.
- 2.7. Refunds are applicable only if the service is provided directly by the Provider. 3rd party products or additional services are not refundable. If the User has purchased a service that includes a free domain name and the user canceled the purchased product, the standard price for the domain name will be deducted from the refund amount. The refund excludes the value of 3rd party products and services without any exceptions.
- 2.8. Refunds are not provided if the service was not accessible because of 3rd party illegal activities.
- 2.9. The Provider reserves the right to make the final decision on any refund requests issued.

3. Chargebacks, Reversals and Retrievals

- 3.1. Chargebacks are not considered an acceptable form of refunding. All payment refunds must be requested in accordance to the refund policy instead of issuing a chargeback or opening a transaction dispute. Chargebacks and/or disputes will be considered as payment fraud and will be a subject to full investigation.
- 3.2. In order to appeal the chargeback or other payment dispute the Provider will use all information including the User's billing account profile, login history data and any communication between the Provider and the User.
- 3.3. If the Provider receives a chargeback or a payment dispute from a Credit Card company, bank, via PayPal or any other payment gateway, all services related to the billing account of the User may be suspended without prior notice. Where applicable, domain

disposal may be limited and requests to perform a transfer may be denied. These conditions apply to third party products as well.

- 3.4. For every instance of chargeback or any other form of transaction retrieval, the User agrees to pay a \$20 administration fee.
- 3.5. To restore the services, the User is bound to make sure that all chargebacks, reversals and/or retrievals would be withdrawn. Moreover, the User must cover any financial mismatch caused by the chargebacks, reversals and/or retrievals before the services are restored. Any double payment resulting from this process will be added to the User's billing account in the form of account credit.

VI. Suspension and Termination

1. Suspension

- 1.1. The Provider reserves the right to suspend and/or terminate any service for the User who either deliberately and intentionally or unintentionally violates Terms of Service.
- 1.2. The Provider reserves the right not to contact the User prior to suspension. However the Provider may contact the User prior to suspension in attempt to stop and avoid further adverse actions carried out by the User or third parties through the User's resources.
- 1.3. The User must act immediately after receiving a notice from the Provider and take necessary actions. A time-frame may be specified by the Provider for the User to restore compliance with Terms of Service.
- 1.4. If the User does not cooperate, it will result in suspension and/or termination of services.
- 1.5. Consequently, the Provider will act based on "User's non-compliance" terms.
- 1.6. In order to secure all the users using the server, the Provider reserves the right to temporarily suspend the server because of security issues until they are eliminated. It is not considered downtime therefore the User is not eligible for a refund.
- 1.7. Service data is kept for 30 days after suspension. However, the User may renew the services during this period for an additional fee.
- 1.8. 30 days after the suspension the services are terminated and the Provider no longer preserves any service data.
- 1.9. The Provider reserves the right to terminate the services immediately as to avoid damage to other users and/or 3rd parties if the User violates Acceptable Use Policy.

2. Termination

- 2.1. The Provider has the right to terminate the service immediately, with or without prior notification when the service is used intentionally to cause damage.
- 2.2. Refund is not applicable if the User acts deliberately and intentionally to cause damage to any property in any shape or form.
- 2.3. The services are terminated immediately if the User:
 - creates a proxy service;
 - is carrying out actions related with copyrighted data without having copyrights to that material;
 - is using the server for unwanted e-mail (SPAM) or harmful software sending;
 - is using the server to generate bitcoins (is performing bitmining);
 - is serving/sharing files using torrent protocol;
 - is scamming/phishing or other harmful for other internet users activities;
 - is performing any kind of other illegal activities.
- 2.4. The Provider will act based on "User's non-compliance" terms.

VII. Acceptable Use Policy

1. Prohibited Uses

- 1.1. The Service may be used for lawful purposes only. The User agrees not to use the Service for posting, transmitting or otherwise distributing illegal or other inappropriate material.
- 1.2. The prohibited uses include (but are not limited to) these actions:
 - Fraud;
 - Spam;
 - Serving/sharing files using torrent protocol;
 - Scamming/phishing;
 - Crypto currency mining;
 - Malicious usage to disturb the work of the server;
 - Abusive actions against other servers or users;
 - DDos flooding or any other kind of flooding.

- 1.3. The Provider reserves the right to refuse the service if the User uses the service for prohibited uses that violate Terms of Service, are not compatible with our policies or are considered illegal, harmful or threatening in any way.
- 1.4. If the User chooses to continue using the services for prohibited uses, the Provider will act under “User’s non-compliance” terms and may suspend or terminate the service with or without prior notice.

2. Anti-Spam Policy

- 2.1. The Provider takes a zero tolerance approach to the sending of Unsolicited Commercial Email or SPAM over our network.
- 2.2. The User undertakes the following obligations while using the service for mailing:
 - The User must not use the Service to send any unsolicited and unwanted e-mail correspondence;
 - Not to provide and not to propose the service under the application of which 3rd parties could spread spam;
 - To implement and support appropriate technical means that secure that any 3rd parties do not spread spam;
 - Apply opt-in principle for any information sent via electronic means, and suggest effective means to refuse received spam;
 - Not use the service to store, copy, send, publish and spread data (e.g. email addresses) under the aid of which the spam can be sent;
 - Not to create open or easily exploitable mailing relays.
- 2.3. If the User is found to be in violation of Provider’s SPAM policy, the Provider may, at its discretion, restrict, suspend or terminate User’s account without notice.
- 2.4. If the User accused of spam rejects the accusation on the grounds that the complaining party (in this case – the recipient) agreed to subscribe to the User’s mailing list, the User must present proof of the recipient’s subscription. The User must provide logs which contain the complaining party’s email address, the exact date and time of the subscription confirmation, and the IP address which the recipient used during the subscription confirmation.
- 2.5. If the User accused of spam refuses to cooperate and provide the required information, the Provider considers the User being guilty of the Spam Policy violation.

3. Unlimited Resources Policy

- 3.1. Shared hosting services are designed for small to medium size personal, business, organization websites. Shared hosting resources may be used for active email, web files and content of the User's website(s) only.
- 3.2. Shared hosting resources cannot be used for:
 - File sharing;
 - Extensive video, photo, log files, software storage;
 - Document or other archive storage;
 - Backup storage;
 - Website(s) created to drive traffic to another website(s).
- 3.3. The Provider can limit disk space resources in some cases, but applies a limited amount of iNode resources depending on the shared hosting plan.
- 3.4. The Provider limit disk space and bandwidth for almost all services. If that isn't situation resources usage as long as the usage of aforementioned resources complies with Terms of Service.
- 3.5. If disk space and bandwidth resource usage presents a risk to data storage, networking, stability, security, performance and uptime of a web hosting server and affects other services or users, the Provider reserves the right to suspend the User's service.

4. Copyright Policy

- 4.1. The Service must not be used to carry out any actions opposing legal acts, violations of rights to third parties, including (but not limited to) storing, publishing, sending, distributing, making publicly available or otherwise transferring any content considered by legal acts to be prohibited, limited, threatening, discriminative, violating others' rights.
- 4.2. The User's content must not oppose any legal acts within Germany as well as the location of the service, or any party entitled to the content, as well as international regulations.
- 4.3. If the User uploads copyrighted material without permission, the copyright holder or an interested 3rd party may report copyright infringement to the Provider.
- 4.4. The Provider reserves the right to act upon judgement and suspend or terminate the services for the User if the User is reasonably suspected of copyright infringement.

5. Unacceptable Material

- 5.1. The Provider does not tolerate certain unacceptable material, stored on his servers. Such material includes (but is not limited to):

- Gambling websites;
- Websites promoting illegal activities;
- Child pornography;
- Racist content;
- Incitement of strife, hatred or violence;
- Other abusive websites.
- 5.2.The Provider reserves the right to refuse the service if the material stored by the User violates Terms of Service, is not compatible with our policies or is considered illegal, harmful or threatening in any way.
- 5.3.If the User chooses to store unacceptable material, the Provider will act under “User’s non-compliance” terms and may suspend or terminate the service with or without prior notice.

6. Unacceptable Resource Usage

- 6.1. Any malicious usage, as well as the over-usage of resources, is strictly prohibited.
- 6.2.In cases where outside malicious activity affects neighboring users, the Provider reserves the right to take action against the User's VPS to stop any effects to the performance of service.
- 6.3.This is taken against (but not limited to): containers under DDoS, containers used for scanning. As such, suspensions, null routes or connection restrictions may be applied.
- 6.4.Any of these common techniques and tools will be used to restore balance of service neighborhood for as long as necessary.
- 6.5.The User agrees that such service outage is not considered downtime.

VIII. Report Submission Policy

1. General Guidelines

- 1.1. If the User is conducting illegal activities while using HostJedi services the Provider will getreports from the complaining party.
- 1.2.All reports must be prepared in fluent English.
- 1.3.The report is applicable only if it includes legal grounds which sustain the claim.
- 1.4.The complaining party must file the report in person, through a lawyer or a legal firm, authorized to represent the person or the company. If the report is submitted by a lawyer

or a legal firm, a proof of representation agreement must be presented along with the report.

- 1.5.The complaining party must include sufficient and accurate contact information – an email and a telephone number.
- 1.6.The report must be submitted via email or through the Ticket System only.

2. Copyright Violation Report

- 2.1.In case of copyright violation, the Provider mediates between the complaining party and the User, if the User agrees to cooperate.
- 2.2.The copyright infringement report must contain (but is not limited to) the reasoning of the report and direct links to the copyrighted material. If the report is made by the copyright owner, it must contain evidence of the copyright ownership.
- 2.3.The Provider reserves the right to request additional information in order to confirm the violation of the copyright policy.

3. Phishing Report

- 3.1.An email phishing report must contain a copy of the phishing email in question. It must be attached in text form with full headers, timestamps, source and destination data.
- 3.2.A screenshot of the phishing email in question is optional.
- 3.3.A website based-phishing report must contain a full URL path (not only a domain or a subdomain) to the phishing page.
- 3.4.A screenshot of the phishing website with a brief description is mandatory. The exact time of the screenshot take must be provided as well.

4. SPAM Report

- 4.1.An email spam report must contain a copy of the email in question. It must be attached to the report in text, with full headers, timestamps, source and destination data.
- 4.2.It is necessary to provide brief explanation of why the complaining party considers the email to be spam.
- 4.3. A screenshot of the email in question is optional.

5. Network Abuse Report

- 5.1.In case of network abuse, including (but not limited to) flooding, spoofing, scanning, brute-forcing, exploiting and botnets, the complaining party must provide sufficient amount of log excerpts and indicate the exact time of the incident in question.

6. Defamation and Libel Report

- 6.1. In case of defamation and libel, the Provider reserves the right not to be put in the position to determine the veracity of the User.
- 6.2. The Provider will not judge, censor or control the content in any other form, even if the complaining party finds it offensive.
- 6.3. The complaining party has the right to express its concerns directly to the creator of the content only.

7. Child Pornography Report

- 7.1. A child pornography report must contain the exact URL where the abuse is taking place.
- 7.2. Any additional information to help the Provider determine the exact source of the content is strongly appreciated.
- 7.3. Suspected offenders are immediately reported to the legal authorities. The Provider fully cooperates with any ongoing investigation.

8. Credit Card Fraud Report

- 8.1. In case of a credit card fraud, the complaining party must provide the first and the last name of the card holder along with the first 4 and last 4 numbers of the credit card in question, card type and expiration date.
- 8.2. In case of unauthorized charges, the complaining party must provide the exact time and the amount of the charge in question.

IX. Privacy Policy

1. Intellectual Property

- 1.1. Terms of Service does not give or transfer the User any rights to intellectual property that is not in his possession.
- 1.2. All rights to the software used during the process of service provision are protected and belong to the Provider or the Provider is authorized to use them.

2. Collected Private Information

- 2.1. Users of the Service are prompted to provide personal information upon registration. No personal information is collected without the user's knowledge.
- 2.2. Collected private information is not disclosed to any third party by the Provider, unless specifically stated otherwise in these terms, for example in cases when appropriate legal

authorities request such data in case of criminal activity performed by the User or through the User's account.

- 2.3.The Provider reserves the right to use all of the information provided by any visitor, which he or she submitted during the registration process, as well as any other information about his activity within our services.
- 2.4.The Provider reserves the right to use all the collected private information, including (but not limited to) the User's email address for service related and marketing purposes.
- 2.5.By signing up or providing his or her personal information, the User agrees to receive service related and marketing information, sent to him or her by the Provider.

3. Collected Anonymous Information

- 3.1. Every time the User visits the Website the Provider may collect certain information in order to provide higher quality services to the users of the service.
- 3.2.The collected anonymous information includes (but is not limited to) visitors' IP addresses, related data (e.g., the internet address of the last website, which the person has visited before his/her visit to the website, browser and operating system types, common search yields from various search programs, oriented towards internal advertising, popular search words, etc.).
- 3.3.The Provider may collect and conserve the indicated information about all and any visitors, regardless if they are registered or not.

4. Cookies Policy

- 4.1. In compliance with privacy and data protection laws and regulatory framework the Provider may collect certain information using cookies.
- 4.2.The tracked information is used to supply, improve and manage the services. The use of the tracked information includes research, statistics and advertising purposes.
- 4.3.The tracked information is not transmitted to 3rd parties in any circumstances.

X. Customer Support

1. Basic Support Service Agreement

- 1.1.Basic support is available to every User under limited service basis.
- 1.2.The Provider reserves the right to deny any support service request if it is considered not eligible for non-paid support.

2. Support Availability

- 2.1.The User may contact the Provider with a professional assistance request, in which case the Provider will respond based on the type of request and the User's acquired service level.
- 2.2.The Provider reserves the right to refuse service request under such conditions as insufficient service level or another tenable reason. Accordingly, a different service level may be offered by the Provider in order to carry out the request.

3. Non-Active User Support Service

- 3.1.The User who does not own any active services provided by the Provider, has the right to request support for sales, general guidance and assistance questions.
- 3.2.The Provider reserves the right to refuse service to any requests which are intolerable or harmful in any way.

4. Active User Support Service

- 4.1.The User who owns an active service provided by the Provider has the right to request basic support to ensure proper working conditions of any service from the Provider.
- 4.2.Basic support service comes free with any service provided by the Provider.
- 4.3.The User has the right to request additional support that he might need.
- 4.4.The Provider has the right to provide guidance, direct support or request the User to commit to a higher service level of support. If the required support service level is not available or declined by the User, the Provider reserves the right to refuse any additional support.

5. Advanced Support Service Agreement

- 5.1.The Provider provides higher level support for more complicated issues and tasks.
- 5.2.The User may acquire higher level support for an additional fee.
- 5.3.Advanced support service request must be sent and registered in the form of a ticket. The request must include a detailed explanation on what needs to be done. The Provider will evaluate the request and suggest a certain type of support service, regarding the nature and complexity of the task. While evaluating, the Provider undertakes the obligation to suggest the most appropriate and least expensive method of billing.
- 5.4.The User is free to accept the offer and send a prepayment or withdraw the request at once. The User will only be billed after both parties reach an agreement.
- 5.5.This support service is based on-agreement basis following 4 steps described below:
 - Full customer inquiry, with detailed explanation on what must be done;

- Administrator's reply with scheduling and invoicing;
- The User's agreement and payment;
- Task execution.
- 5.6.After the task is completed and the response is submitted in a form of a report, the inquiry is considered as fully fulfilled. The User has the right request additional information on the configuration done.
- 5.7.The Provider reserves the right to refuse any additional requests after the main task is complete if additional requests are considered not related to the issue.

6. Extra-Care Support Service

- 6.1.Extra-Care support is an advanced paid service provided by the HostJedi Support Department.
- 6.2.Extra-Care support service covers advanced server management assistance for multiple services used by the User.
- 6.3.Extra-Care support is divided into two levels of technical assistance depending on the complexity of the issue.
- 6.4.1st level Extra-Care support may be acquired as a monthly service. It covers 4 hours of server management assistance per single month. The monthly price for the service is \$49.99.
- 6.5.1st level Extra-Care support includes:
 - Lamp setup;
 - DirectAdmin installation, configuration, migration;
 - WHM/cPanel management;
 - CentOS, webmin web panel installation;
 - OpenVPN setup and configuration;
 - Desktop, VNC installation;
 - SSH configuration;
 - cPanel, ISPconfig migration;
 - OS reinstallation.
- 6.6.Unused monthly hours of 1st level Extra-Care support are not combined neither with subsequent 1st level Extra-Care support hours, nor 2nd level Extra-Care support hours.

- 6.7.2nd level Extra-Care support service is a server management service that may be acquired by contacting the Support Department directly at support@HostJedi.com. 2nd level Extra-Care support is a one-time hourly service. The price for the service is \$79.99 per hour.
- 6.8.2nd level Extra-Care support includes:
 - Network and firewall configuration;
 - BGP setup;
 - Load balancer setup and configuration;
 - Apache and NGINX advanced configuration;
 - Squid or other caching software setup and configuration;
 - Custom monitoring setup and configuration;
 - GRE tunnel setup and configuration.
- 6.9.Extra-Care support does not cover issues related to 3rd party software and scripts installed by the User on the server. However, if such software is installed, the Provider may offer recommendations.
- 6.10.A single inquiry is at least 1 hour, depending on the complexity of the issue. The Provider reserves the right to change these measures.
- 6.11.Extra-Care support service may be cancelled by the User anytime at the Client Area.

7. Dedicated Administrator Support Service

- 7.1.Dedicated administrator support service is the second level of paid support provided by the HostJedi Support Department and HostJedi Technical Department.
- 7.2.This support level is a one-time payment service. It covers all intermediate and advanced tasks. Tasks covered may include basic custom installations to full system customization.

XI. Transfer Policy

- The Provider may transfer one master account for shared hosting users. The Provider can transfer up to 10GB size accounts only.
- Free transfer service is only offered for “as it is” transfers if website content and data with no updates to the site configuration, aside from database connection details. Copying an existing site to a new domain or changing the URL of an existing site is NOT a free service.

- The Provider reserves the right to refuse transfer service to the User if it is considered impossible to migrate some or all account data.
- In no event shall the Provider be held responsible for any lost or missing data or files from a transfer to HostJedi. The User is responsible for backing up his data.

XIII. Affiliate Policy

1. Joining the Affiliate Program

- 1.1. The User's participation in the program is solely for this purpose: to legally advertise HostJedi and its partners and receive a commission on sales generated by the User's referrals. The User also agrees to receive emails regarding the Affiliate program.
- 1.2. By registering as an Affiliate, the User agrees to the terms of the Affiliate Policy.
- 1.3. Affiliate accounts with inaccurate contact information are not approved.

2. Affiliate Account Suspension

- 2.1. The Provider reserves the right to suspend the User's account anytime based on violations of Terms of Service and/or the affiliate policy.
- 2.2. The Provider reserves the right to determine if the User's website is not suitable for our Affiliate program, including (but not limited to) the content that is not compatible with the Provider's policies or is considered illegal, harmful or threatening in any way.
- 2.3. The Affiliate may not use HostJedi trademark as a part of his website domain name.
- 2.4. Affiliate accounts referring a large number of fraudulent clients, will be suspended. The Provider reserves the right to determine fraud following internal procedures.
- 2.5. Affiliate accounts referring a large number of clients who do chargebacks after the 45-day pending period may be suspended.

3. Linking and Advertising

- 3.1. The Affiliate may use graphic and text links both on his website and e-mails.
- 3.2. HostJedi may also be advertised offline in classified ads, magazines and newspapers.
- 3.3. The Affiliate may use the graphics and texts provided to him by the Provider, or create his own as long as they are deemed not intrusive and appropriate under Terms of Service.
- 3.4. The Affiliate may not use traffic that is generated by pay to click, click exchanges, CPV advertising, purchased traffic or similar methods.
- 3.5. The Affiliate may not use cookie stuffing techniques, setting tracking cookie without the referral clicking on the Affiliate link.

- 3.6.The Affiliate may not use redirected pages and links to send a referral to the Provider's website.
- 3.7.Domain forwarding is strictly prohibited – the Affiliate may not use a domain to forward directly to the Provider's website using his Affiliate link.
- 3.8.The Affiliate may not bid on or use the Provider's trademark, trademark +, or misspelled brand keywords for PPC on any online search engine.
- 3.9.If the Provider determines that the Affiliate's advertising or linking activity can be identified as spam, The Provider reserves the right to suspend his Affiliate account. The Provider reserves the right to determine spam following internal procedures.
- 3.10.It is the Affiliate's responsibility to ensure that his tracking code is working properly before sending traffic to the Provider's servers. The Provider is not responsible for any modification made to Affiliate links. Affiliate commissions are not paid for tracking errors caused by editing, masking, redirecting or tampering with Affiliate links.
- 3.11.Default cookie tracking is set for 90 days.

4. Affiliate Commissions and Rates

- 4.1.Commissions are approved only from new and unique referred clients, or clients who buy a new type of hosting service. Commissions from existing clients are approved only if they buy a new type of hosting service for the first time. In this case, commissions will be valid for all bought services during the 90-day cookie period.
- 4.2.The Affiliate receives a fixed amount of \$50 if his referrals purchase services from the Provider for \$50 or more.
- 4.3.The Affiliate receives 100% if his referrals purchase services from the Provider for less than \$40.
- 4.4.The Affiliate receives extra \$25 for each of his tier 1 referrals who purchase services from the Provider for \$40 or more.
- 4.5.The Affiliate receives extra 50\$ USD for each of his tier 2 referrals who purchase services from the Provider for \$40 or more.
- 4.6.The Affiliate receives extra 25% for each of his tier 1 referrals who purchase services from the Provider for less than \$40.
- 4.7.The Affiliate receives extra 50% for each of his tier 2 referrals who purchase services from the Provider for less than \$40.
- 4.8.All confirmed Affiliate income is kept under pending supervision up to 45 days until the Provider confirms the referrals and assigns the income to Affiliate earned funds.

- 4.9. In order for an Affiliate to qualify for Affiliate earned funds, his referral must have an active service for at least 45 days.
- 4.10. Affiliate accounts must be active at the time of the referral sale. The Affiliate is not eligible for commissions from referrals when his Affiliate account was suspended or before it was approved.
- 4.11. If the Affiliate buys a service through his own Affiliate link - the commissions for that sale will not be approved and such actions may lead to account suspension.
- 4.12. Missing or untracked Affiliate referrals must be reported during 45-day period after the purchase. Each case is reviewed individually. The Provider reserves the right to the final decision whereas the sale in question should be credited to the Affiliate.
- 4.13. The commissions are paid once a month.

5. Affiliate Payments

- 5.1. Affiliate system is limited to primary currency (USD).
- 5.2. Affiliate payments are issued via PayPal.
- 5.3. A minimum amount of \$100 affiliate earned funds must be collected before commissions are paid. Earned funds are paid at the beginning of each month.
- 5.4. Affiliates are responsible for ensuring that the payment information is accurate and up to date. The Provider is not responsible for any lost payments due to inaccurate Affiliate information.
- 5.5. If the Affiliate's PayPal account details are incorrect or PayPal refuses to accept the payment, the commission payment will be reissued within 60 days. If the Provider does not receive the correct Affiliate payment information within 120 days of commission generation, earned Affiliate commissions will be declined.
- 5.6. Affiliates are responsible for any taxes, fees, exchange rates or other expenses in regard of approved Affiliate commissions.

6. Affiliate Account Cancellation

- 6.1. The User has the right to cancel his affiliate account, while keeping his active service account. To do so, a written request must be submitted by submitting a ticket.
- 6.2. Affiliate accounts are tied together with a billing account. In cases when affiliate accounts or billing accounts are suspended due to breach of Terms of Service, the Provider reserves the right to close either or both accounts.

XIV. Obligations for Service Provision

1. Obligations for Domain Registration and Domain Transfer

- 1.1.The Provider does not guarantee the successful registration of a domain. The domain may be secretly reserved in the registry and deceptively appear to be free for registration.
- 1.2.It is the User's responsibility to provide the correct information to sustain the requirements for each domain registry. The Provider is not responsible if the domain is rejected due to non-compliance with the terms of a specific domain registry.
- 1.3.The Provider does not guarantee the successful transfer of a domain. It is the User's responsibility to make sure the domain is transferable before placing a transfer order.
- 1.4.In order to complete the domain transfer successfully, the User must have access to the domain's management page to remove locks and change privacy settings to prepare the domain for the transfer procedure. It is also important that the User must be in control of the email address associated with the domain to be able to confirm the transfer by receiving an automated confirmation email.

2. Obligations for Shared Hosting

- 2.1.Shared hosting services are to be used for standard web hosting use only. It may not be used for storage (whether of media, emails, or other data), including, as offsite storage of electronic files, email or FTP hosts.
- 2.2.Shared hosting services may not be used to resell web hosting.
- 2.3.The Provider reserves the right to determine whether the service usage is valid. Provider reserves the right to review every shared account for excessive usage that may be caused by a violation of these Terms. As so, usage for (but not limited to) file sharing, torrents, streaming, proxies is not allowed.

3. Obligations for VPS

- 3.1.VPS hosting services are under Shared hosting resource restriction. VPS hosting service usage might be restricted based by the demand of neighboring users of the same service.
- 3.2.VPS CPU threshold is calculated if over usage is detected for a prolonged period of time. If this occurs, it will be limited until the appropriate usage is restored. The User is free to upgrade his plans to benefit from higher CPU speeds if necessary.
- 3.3.VPS Bandwidth is calculated for every month and is reset every month regardless of the billing cycle. If the bandwidth limit is reached, the network speed is set to a bare minimum. In such cases the User is asked to upgrade his system.

XV. Compliance with Local Organizations

- As a member of the ISPA the Provider upholds and abides by the Code of Conduct described here: <http://ispa.org.za/code-of-conduct>.