

Terms of Use

Terms of Service

All [JARM total solution](#) accounts are bound by [JARM total solution](#)'s policies. Violation of these policies will result in warnings, account suspension, account termination, and/or legal action, depending on the severity of the violation. [JARM total solution](#) is not responsible for the content of it's clients, however all clients must abide by this Terms of Service policy.

Lawful use

Customers may not use [JARM total solution](#) facilities and capabilities to conduct, or solicit the performance of, any illegal activity, or to conduct any other activity that infringes on the rights of [JARM total solution](#) or any third party.

Inappropriate material

[JARM total solution](#) accounts may not host, be portal to, or handle material that directly or indirectly contains nudity, pornography, adult material, obscenity, discriminatory/hate propaganda, "warez", hacking-related material, material which promotes the illegal distribution of software, or any material that results in reasonable complaints from other customers or third parties.

Intellectual property rights

Customers may not upload or transmit any message, data, image or program that would violate the property rights of others. This includes the unauthorized transmission of copyrighted text, images, music, programs, trade secrets, confidential or proprietary information, trademarks, service marks, trade names, or any other proprietary rights of others. Customers may not upload or transmit any information which is libelous or defamatory, or which violates or infringes on any right of privacy of any person. It is [JARM total solution](#)'s policy to terminate the accounts of any customer, in appropriate circumstances, who is a repeat infringer. However, [JARM total solution](#) expressly reserves the right to terminate or suspend the service of any customer, even for a single act (or claimed act) of infringement. Any disputes or inactions which result in attorney's fees to [JARM total solution](#) will be charged to your account.

If you believe that any material is being transmitted, stored, or posted on the [JARM total solution](#) network in a manner that violates the copyright owner's rights under the United States copyright laws, you may notify to [JARM total solution](#) (contact@jarm.net).

Your notice must comply with the Digital Millennium Copyright Act, 17 U.S.C. Section 512 ("DMCA"), in order to be effective. Filing a false notice, or making misrepresentations concerning copyright infringement or a counter notification by a subscriber, can result in attorneys' fees, costs, and other penalties being assessed against you under the DMCA.

Interference with service

There shall be no attempt to gain unauthorized access to [JARM total solution](#) systems or accounts, disrupt service or network connectivity, misuse [JARM total solution](#) facilities, or create fraudulent accounts.

Viruses

In the event that any virus or destructive element is found or furnished with any content, the customer will use their best efforts upon learning that such situation exists; to immediately eliminate the virus or destructive element. Customer will notify [JARM total solution](#) as to the existence of any such virus or destructive element immediately upon discovery thereof, and [JARM total solution](#) will have the right to take any steps it deems necessary to eliminate the virus or destructive element and to be reimbursed by the customer for its costs relating to any such commercially reasonable steps.

Responsibility for Data

Even though we backup the data on our servers periodically, we do not guarantee your information will be available to be restored by us in an emergency. We therefore strongly recommend that you keep a complete backup of your website and all files for your security and safety.

"Junk email" (SPAM, flames, and mail-bombs)

JARM total solution servers and JARM total solution -hosted domains may not be the source, intermediary, or destination address involved in the transmission of junk email or bulk email or excessive email lists, nor will they be listed in any junk email or bulk email or excessive email lists message. The use of JARM total solution servers to send or relay junk email or bulk email or excessive email lists is prohibited. JARM total solution defines "junk email" to be a mass unsolicited message in any medium. Violation will result in immediate termination of all services without refund. Fines, legal fees, and legal action will be imposed. Any customer who is repeatedly flamed/mail-bombed or attracts such behavior will be terminated. JARM total solution's mailing list services are provided for use as discussion forums only, and may not be used to distribute unsolicited email or bulk email. Any disputes or inactions which result in attorney's fees to JARM total solution will be charged to your account.

Subhosting

JARM total solution services are provided for end users only. No subhosting or resale of any services, for fee or for free, is permitted without the express consent of JARM total solution. Resellers may contact us in order to set a reseller account.

Domain Name Registration Policies

JARM total solution offers domain name registration services through our affiliation with BuyDomains.com. As a courtesy to all of registering customers, we are automatically assigned as technical contact for your domain name. This is strictly a convenience and in no way implies that we are responsible for the content or administration of the web site associated with the domain name. If you would like to change this information to yourself or any other designated party, you are encouraged to do so.

JARM total solution WILL NOT register domain names over the phone or by mail. The ONLY method for domain name registration is through our web site and online process. There are NO exceptions to this rule.

Domain Name Renewal Policies

We do not automatically renew your domain name. It will be your responsibility to renew the registration of your domain name. Please make sure that your admin email address on the domain name whois record is valid to receive renewal notices. It is NOT our responsibility to keep track of this information. If you do not have a valid admin email address on the whois record of your domain name, you may miss the renewal notices that are automatically sent to you and your domain name may expire!

JARM total solution and its employees cannot and will not be responsible for domain name transfers. We do not do transfers or renewals on a customer's behalf. We do not track transfer progress of any domain individually. You are solely responsible to track the transfer process and comply with all emails sent for confirmations regarding transferring your domain name or renewing your domain name. Please refer to the whois lookup to keep track of the progress of your request as it is not possible for us to know what your current registrar is doing.

Resource usage

CGI, FreeCGI, SSI, Miva, PHP, database services, and other CPU-intensive features utilize server CPU-time that is drawn from a common pool shared by all users on a particular system. Any site that monopolizes the CPU, causes disruption of service, or negatively impacts server performance will not be allowed. JARM total solution reserves the right to immediately terminate any harmful CGI process.

Email accounts may not be used for permanent storage. Read mail (left on the server) is subject to removal after 30 days.

Any account, which, due to extraordinary resource utilization, negatively impacts other customers, will be required to reduce resource utilization, or move to a dedicated server environment.

Bandwidth

A large portion of the domains that we host only receive around 1000-2000 page views per month. Due to this, they are only using a small percentage of a GB of transfer per month.

A site's bandwidth is considered very resource intensive at (10% of system resources, CPU load or 10% of the transfer allotted to that server). Normally you can get around 50,000 standard page views per GB of transfer. Real Audio/Video and/or a CGI or graphic intensive site will consume more bandwidth than standard pageviews as each file that is called by a visitor consumes bandwidth.

In the event that your site becomes very trafficked, there are a few things you can do to reduce the bandwidth usage. Sometimes it can be a simple program change or researching to see if people are linking to your graphics or files (that is a very fast way to eat up your bandwidth - so do not let people link to your stuff).

Monthly Traffic is another word for allowed Bandwidth per month. Bandwidth is a measurement of the amount of data transferred to visitors of your site. This does NOT count email or FTP traffic. [JARM total solution.com](#) provides enough of data transfer per month, for the majority of sites. If you still need more, see products page for additional per month traffic costs.

Customer privacy

[JARM total solution](#) respects the privacy of its customers, and will not sell or trade the names and addresses of its customers. [JARM total solution](#) does not require customers to be listed in [JARM total solution's](#) customer directory. [JARM total solution](#) reserves the right to provide contact information upon request in matters relating to potential legal action, flagrant abuses, as required by law, or when appropriate contact information can not be found on the customer's website.

Criminal prosecution

There are numerous federal, state and international laws regulating the use of the Internet. [JARM total solution](#) will not hesitate to initiate criminal prosecution and/or cooperate with government agencies relating to abuse of [JARM total solution's](#) services or systems.

Refusal of service

[JARM total solution](#) reserves the right to refuse service to anyone at its sole discretion.

[JARM total solution](#) provides technical support for our customers only. [JARM total solution](#) provides support for all server-related website and e-mail issues. [JARM total solution](#) does not offer technical support for application specific issues such as cgi programming, html or any other such issue. [JARM total solution](#) does not provide technical support for persons who have not purchased a hosting plan, nor technical issues unrelated to websites or e-mail. If you can e-mail, we encourage you to e-mail contact@jarm.net for assistance.

Promotional services and prices

[JARM total solution](#) may cancel specials or promotions at any time for any reason. Prices are subject to change at any time, and prices are only guaranteed for the initial period of prepayment.

Cancellation

You may cancel your whole account or any one of your hosting services at any time. Your account or service will be terminated at the end of your current billing cycle with no further charges. There will be NO REFUNDS for the current billing cycle.

JARM total solution policies

[JARM total solution](#) reserves the right to change its policies and prices at any time for any reason.

Additional Rights.

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to you.

Modification to Terms.

The Company reserves the right to change the terms and conditions of this Agreement or its policies

relating to the Service at any time and shall notify you by posting an updated version of this Agreement on the Service and/or by sending you by mail or an email message. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

General.

This Agreement will be governed by Florida law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. You shall bring all disputes, actions, claims, or causes of action related to this Agreement or in connection with the Service only in the federal and state courts located in Tallahassee, Florida. No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and The Company as a result of this agreement or use of the Service. The failure of The Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by The Company in writing. The Company has the right to assign any or all of its rights and obligations under this Agreement at any time. This Agreement comprises the entire agreement between you and The Company and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.