

Terms and Conditions

1. General – Scope

1.1 The Terms and Conditions (also referred to as ‘T&C’) are entered between the Client (hereinafter referred to as ‘Client’, ‘you’, ‘your’) and Jupiter Zone Ltd (referred to as ‘we’, ‘us’, ‘our’, ‘Jupiterzone’, ‘Jupiterzone Cloud Services’, ‘Service Provider’).

1.2 The Master Hosting Agreement is the contract reached between Jupiterzone and the Client, in which the parties agree to the terms and conditions that will govern their business activities. The Master Hosting Agreement also lists the current and prospective services to which the agreement applies. If exists, the terms and conditions defined in the Master Hosting Agreement extend and override the terms and conditions accepted by the Client during the Sign Up and/or Online order.

1.3 Jupiterzone Client Area (also referred to as ‘Jupiterzone Portal’, ‘Client Portal’, ‘Portal’) is the web-based system (<https://jupiterzone.com/clientarea>) where Clients can sign up. The Portal provides online access to Invoices, Email Notifications, Ticketing System, Server Console, Service Upgrade/Downgrade Requests and New Orders.

2. Services

2.1 Jupiterzone will use reasonable efforts to supply a continuous service. However, Jupiterzone is not liable for any loss of data resulting from delays outside of our control, missed or non-deliveries, service interruptions or by errors or omissions of the client. Jupiterzone is not responsible for any losses suffered resulting from acts of god or force majeure including civil unrest, riots, floods, drought, fire, war and imposing legislation.

2.2 You agree that Jupiterzone is not liable to you for any special consequential damages which you may suffer as a result of loss of business, contracts, profits, savings or otherwise. Jupiterzone is unable to exercise control over material sent over the internet and excludes all liability of any kind for the publication by the Client of inaccurate, misleading, offensive, threatening or obscene material, or material that is in breach of Cyprus or other applicable law.

3. Illegal Use

Jupiterzone servers may be used for lawful purposes only. Transmission, storage, or distribution of any information, data, or material in violation of any applicable law or regulation is prohibited. This includes, but is not limited to: copyrighted material; trademarks; trade secrets or other intellectual property rights used without proper authorization; material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Examples of unacceptable content or links include: pirated software, hacker programs or archives, Warez sites, MP3, HYIP, Bit Torrents.

3.1 Service Abuse

Any attempts to undermine or cause harm to a Jupiterzone server or client are strictly prohibited. Jupiterzone reserves the right to suspend OR terminate services on receipt of abuse complaints.

3.2 IRC

Jupiterzone does not allow IRC or IRC bots to be operated on our shared web hosting servers. But allowed on the irc/shell servers. We do have the right to terminate any account at any time without previous notice.

3.3 SPAM and Unsolicited Commercial Email (UCE)

Service Provider takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. Client may not use or permit others to use Service Provider's network to transact in UCE. Client may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service. Violation of Service Provider SPAM policy will result in severe penalties. Upon notification of an alleged violation of Service Provider's SPAM policy, Service Provider will initiate an immediate investigation (within 48 hours of notification). During the investigation, Service Provider may restrict Client's access to the network to prevent further violations. If Client is found to be in violation of Service Provider's SPAM policy, Service Provider may, at its sole discretion, restrict, suspend or terminate Client's account. Further, Service Provider reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. Service Provider will notify law enforcement officials if the violation is believed to be a criminal offense. Spamming, the sending of unsolicited mass email from or through a Jupiterzone server or using an email address that is maintained on a Jupiterzone machine is STRICTLY prohibited. Jupiterzone will be the sole arbiter as to what constitutes a violation of this provision. Clients are also in violation of this provision if they engage in spamming using the service of another ISP or IPP, but channel activities through a Jupiterzone server as a mail drop for responses. Violators will be assessed a minimum fine of €600 and will face immediate suspension.

3.4 Adult Content

Due to the special system and network requirements of adult-oriented sites, pornography and sex-related merchandising are allowed only after prior permission from Jupiterzone. This includes sites that may infer sexual content or provide links to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the Internet, or provide links to such sites.

4. Security

4.1 You are responsible for any misuse of your Account and you must take steps to ensure that others do not gain unauthorized access to your Account. You may not use your Account to breach the security of another account or attempt to gain unauthorised access to another network or server.

4.2 Your password provides access to your Account. It is your responsibility to keep your password secure.

4.3 Sharing your password and account access with unauthorized users is strictly prohibited. You must take care and prevent others from using your Account since you will be responsible for the consequences.

4.4 Attempting to obtain another user's account password is strictly prohibited, and will result in termination of service.

4.5 You must adopt adequate security measures to prevent or minimize unauthorised use of your Account. Jupiterzone Client Area provides various settings to strengthen the security of your Account.

4.6 You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorised to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

4.7 You may not attempt to interfere with service to any user, host or network or carry out Denial of Service (DoS) attacks. This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

4.8 You agree and understand that users who violate systems or network security may incur criminal or civil liability. Jupiterzone will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

4.9 You agree to complete your own tests for computer viruses in accordance with best computing practice prior to each and every operational use of the Services.

4.10 All our dedicated server and virtual server plans are provided with root/full admin credentials, except from the cPanel Web Hosting packages where the Client can request for jailed ssh access.

5. Service Availability & Standard SLA

Service Availability is the total time in a calendar month that the Jupiterzone critical network segments are available through the Internet, provided that Client has established connectivity. Service Provider takes responsibility for the Service Availability within its immediate routing perimeters, and cannot be held liable for problems directly related to an upstream bandwidth provider. Moreover, Jupiterzone cannot be held responsible for network issues between your location and the server.

Depending on the service/product you are using, the Service Level Agreement and the Guaranteed Uptime may vary. Please contact us for more details.

6. Backups

Most of our servers that accommodate the cPanel Web Hosting accounts are provided with backup equipment and automated procedures. For liability reasons we cannot guarantee these

backups at any given point in time. Backups are typically made on a secondary hard drive on the same server, therefore cannot be stored off site. If restoration of files, or database is required, please submit a support request. Restore request may take more time than most other support requests.

7. Trial

Client has 24 hours to do a “trial version” with our Shared Web Hosting packages only. In this period the client has the right to cancel or demand a full refund if they are not satisfied with the service. However, after exceeding this 24 hours the client will not be entitled to a full refund and they will be billed until a cancellation is incited. However, clients are entitled to a pro rate refund for any unused days in a given month.

8. Billing

Service Provider does not utilize paper or hard-copy invoices. All invoices are sent via email or via Jupiterzone Client Area.

9. Cancellations & Refunds

All payments to the Service Provider are non-refundable. This includes the one time setup fee and subsequent charges regardless of usage. All overcharges or billing disputes must be reported within 60 (sixty) days of the time the dispute occurred. If Client disputes a charge to his credit card issuer that, in Service Provider’s sole discretion is a valid charge under the provisions of the T&C and the Primary Hosting Agreement, if exists. Client agrees to pay the Service Provider an “Administrative Fee” of not less than €25 and not more than €100 which amount shall be at Service Provider’s full discretion. Subscription PayPal payments that are not cancelled at the time of Client’s cancellation will be refunded less any fees and the subscription payment will be canceled by Service Provider.

Service Provider may deny service or terminate the Primary Hosting Agreement, if exists, upon the failure of the Client to pay charges when due. Service Provider provides Client with a 3 (three) day grace period for payment on most services. A service will be interrupted or deactivated on outstanding accounts that reach 3 (three) days past the due date. Service Provider does reserve the right to deactivate or terminate a service prior to the end of the 3rd day grace period.

It is the client’s responsibility to suspend or cancel an automated PayPal Subscription. Funds received through recurring PayPal Subscriptions will be added in the Client’s Account Balance and are subject to the Refund terms, as stated in our T&C. Funds added in the Client’s Account Balance cannot be refunded; can only be used against invoices for new or renewal orders.

10. Terminations

Jupiterzone has the right to refuse, terminate or suspend your access to the Services for any reason, at our sole discretion, after giving you a written notice. We may suspend your Account as soon as you have breached any of these terms and conditions, including, but not limited to, late payment or non-payment of due money. We reserve the right to terminate any account to which the account holder advises that he or she is or will be bringing legal proceedings against Jupiterzone.

11. Resellers, Affiliates and Partners

Resellers, Affiliates and Partners are for all legal purposes synonymous. A reseller may create sub-accounts within his/her own server space, and sub-lease this space. It is the responsibility of the reseller to supply technical support to their own clients. Jupiterzone, will not supply technical support to the clients of our resellers without prior arrangements. A reseller must take full responsibility for their own payments to Jupiterzone regardless of their payment arrangements with their own clients. Everyone using Jupiterzone products and services are required to follow the rules in this T&C. A reseller may, impose more restrictive rules on their own clients, but not less restrictive. Lastly, a Partner Agreement needs to be signed by both parties in order for a Reseller or an Affiliate to be confirmed and be able to promote/resell Jupiterzone services.

12. Limitation of Liability

12.1 Jupiterzone disclaims all liabilities in connection with the following:

- (a) loss of material uploaded;
- (b) incompatibility of the Services with any of the Client's equipment, software or telecommunications links;
- (c) technical problems including errors or interruptions of the Services;
- (d) unsuitability, unreliability or inaccuracy of the Services;
- (e) computer viruses of any kind obtained by the Client in the course of using the Services;
- (f) any security breaches whatsoever affecting the Client's Account.

12.2 In no event shall Jupiterzone be liable either in contract, tort (including negligence) or otherwise for indirect, incidental or consequential damages, including without limitation, loss of income, data, use or information.

12.3 Nothing in this Term excludes each party's liability with respect to death and personal injury resulting from the negligence of that party, its employees, agents, sub-contractors or suppliers or for fraudulent misrepresentation or under the tort of deceit.

12.4 Subject to Term 12.3, our liability to you in contract, tort, negligence or otherwise arising out of or in connection with the Services shall for any one incident or series of related incidents be limited to the annual fees paid by you to us in the year in which the liability first arose. No liability whatsoever will be accepted by us unless and until you have provided documentary evidence to our satisfaction proving that loss has occurred.

13. Indemnity

The Client agrees that it shall defend, indemnify, save and hold Jupiterzone harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against Jupiterzone, its agents, its clients, officers and employees, that may arise or

result from any acts or omissions of the Client, its agents, employees or assigns in connection with their use of the Services.

14. Law

14.1 These T&C will be governed by and construed and interpreted in accordance with the law of Cyprus and the parties submit to the exclusive jurisdiction of the Cyprus Courts.

14.2 The Client and Jupiterzone both agree that a court may strike out or override any part of these terms and conditions if it considers them to be illegal, unenforceable or unfair and in such cases enforce only the terms and conditions as if the offending clause or clauses had never been contained in them.

15. Queries & Complaints

All our departments contact addresses can be found at <https://jupiterzone.com/contact.php>
Our Technical/NOC team operates 24/7 whilst the rest of the departments can be reached within standard business hours.

16. Disclaimer

The material contained in this web site are provided for general information purposes only and are not intended to provide legal or other professional advice nor do they commit Jupiterzone to any obligation whatsoever. Jupiterzone accepts no responsibility for any direct, indirect or consequential loss or damage which may arise from reliance on information contained in this site. Users are advised to seek confirmation of statements made herein before acting upon them; specialist advice should also be sought on specific issues.

17. Modification

Jupiterzone reserves the right to add, delete, or modify any provision of its T&C at any time without notice. There are certain products & services which are entitled to specific Terms & Conditions, other than these displayed in this page. Please contact legal@jupiterzone.com to receive the corresponding Agreement for your purchased services.

This document was last updated on January 05, 2023 , v2.0