

Terms and Conditions

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This Acceptable Use Policy (the "AUP") governs the use of J&S Computers, Inc., web hosting service. Violation of this AUP may result in suspension or termination of your service. In the event of a dispute between you and J&S Computers, Inc. regarding the interpretation of this AUP, J&S Computers, Inc's interpretation, in its reasonable commercial judgment, shall govern. If you have any questions regarding this AUP, contact J&S Computers, Inc.

Offensive Content

You may not publish or transmit via J&S Computers, Inc's service any content that J&S Computers, Inc. reasonably believes:

- Constitutes child pornography;
- Is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- Violates a person's privacy;
- Creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with a investigation by law enforcement;
- Improperly exposes trade secrets or other confidential or proprietary information of another person;
- Is intended to assist others in defeating technical copyright protections;
- Clearly infringes on another person's trade or service mark, patent, or other property right;
- Violates export control laws, relates to illegal gambling, or illegal arms trafficking;
- Is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to J&S Computers, Inc.; or
- Is otherwise malicious, fraudulent, or may result in retaliation against J&S Computers, Inc. by offended viewers.

Content published or transmitted via J&S Computers, Inc's service includes Web content, email, bulletin board postings, chat, and any other type of posting or transmission that relies on any service provided by J&S Computers, Inc.

Security

You must take reasonable security precautions. You must protect the confidentiality of your password, and you should change your password periodically.

Backups

J&S performs regular web site backups on all servers to help protect critical files. However, J&S Computers is not responsible for lost data, time, income or any other resource due to faulty backups or non-existent backups. Users should take care in ensuring they have a backup of all critical files.

Accounts that contain over 1 GB of data, which includes database and home directory files, will not be backed up by the regular backup system. The client is responsible for their own backups.

Reselling

Reselling is not allowed on shared hosting plans. All add-on domains must be owned by the account holder. The registrant contact for each add-on domain will be checked against the contact information on file with us for the account holder.

Material Protected by Copyright

You may not publish, distribute, or otherwise copy in any manner any music, software, video, art, or other work protected by copyright law unless:

1. You have been expressly authorized by the owner of the copyright for the work to copy the work in that manner;
2. You are otherwise permitted by established United States copyright law to copy the work in that manner.

J&S Computers, Inc. will terminate the service of repeat copyright infringers. Copyright Infringement Notice: Digital Media Copyright Act (DMCA)

If you believe your copyright is being infringed by a person using the J&S Computers, Inc. network, please send your written notice of copyright infringement to:

J&S Computers, Inc.
PO Box 2486
Binghamton, NY 13902

Your notice must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit J&S Computers, Inc. to locate the material;

4. Information reasonably sufficient to permit J&S Computers, Inc. to contact you, such as an address, telephone number, and, if available, an email address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, the copyright owner's agent, or the law;
6. A statement that the information in the notification is accurate, and under penalty of perjury that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Internet Abuse

You may not use any J&S service to engage in illegal, abusive, or irresponsible behavior, including:

1. Forging of any TCP/IP packet header or any part of the header information in an email or a newsgroup posting; or
2. Any conduct that is likely to result in retaliation against the J&S Computers, Inc's network.
3. Use of J&S Computers, Inc's network in a way that unreasonably interferes with J&S Computers, Inc's other customers use of the network

Other

You must have valid and current information on file with your domain name registrar for any domain hosted on the J&S Computers, Inc. network. Your use of any of the services provided by J&S Computers constitutes agreement of this policy.

Disclaimer

J&S Computers, Inc. is under no duty, and does not by this AUP undertake a duty, to monitor or police our customers' activities and disclaims any responsibility for any misuse of the J&S Computers, Inc. network.