



GENERAL TERMS AND CONDITIONS OF BUSINESS (GT&Cs)

As of Jan 28, 2016



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Address

Plot Z, Akright City, Bwebajja
Entebbe Road. P.O. Box 22930,
Kampala, Uganda.

Contact

Toll Free: **(0800) 1-JOLIS**
Phone: **(256) 414 670513**
Email: info@jolis.net

Management

Abdi Joseph

Local Court

Kampala, Uganda.

TIN

1014981413



OVERVIEW

Important - read carefully before accessing, reading or otherwise using this web site or the services (as defined below). By accessing, reading or otherwise using any portion of our web site or accessing the services you are deemed to have read, understood and agreed to be bound by all of the below terms of use. For purposes of these terms of use, the term “you” shall include customers and any other user of the web site and/or the services.

Except as otherwise provided herein or in a separate agreement governing your use of the services, these terms of use govern your access to and use of the certain services of Jolis International, or its affiliate or subsidiary, as applicable (“service provider”), regardless of whether you have formally registered to use the services. In addition to complying with these terms of use, you also agree to abide by any and all applicable local, national, and international laws and regulations. You are hereby granted the right and license to access, download, read, and make hard-copy printouts of this web site for your personal, non-commercial purposes in accordance with the other terms of use set forth herein. Except as otherwise expressly permitted herein, you may not reproduce, distribute, display, modify, publish, transmit, participate in the transfer, sale or license of, create new works from, perform, or in any other way exploit, any portion of this web site or the services, in whole or in part, without the express written consent of service provider.

THE TERMS AND CONDITIONS BELOW ARE APPLICABLE TO ALL SERVICES SUCH AS BUT NOT LIMITED TO SHARED HOSTING, VIRTUAL SERVERS, DEDICATED SERVERS AND OR DOMAIN NAMES OFFERED, ADVERTISED, SOLD AND OR ORDERED FROM [HTTPS://SECURE.JOLIS.NET](https://secure.jolis.net)

USER CONDUCT

Jolis International's services may only be according to the law. Any use of these services which violates any local, state, federal, or international laws which may apply to Jolis International, your local jurisdiction, or any jurisdiction that you or your site may be subject to is strictly prohibited.

While using the service, you may not:

- Restrict or inhibit any other user from using the Internet;
- Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, offensive, indecent, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, including without limitation the U.S. export control laws and regulations, and laws protecting intellectual property including copyright, trademark, trade secret, misappropriation and anti-dilution laws;

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- Post, publish, transmit, reproduce or distribute any information or software which contains a virus or other harmful component; Post, publish, transmit, reproduce, distribute or in any way exploit any information, software, or other material obtained through the service for commercial purposes (other than as expressly permitted by the provider of such information, software, or other material)

Jolis International reserves the right to remove any and all materials which infringe on copyright work. Such materials will be removed immediately upon receiving a complaint and or notice of copyright infringement.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Jolis International from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting indirectly from your use of the service which damages either you, Jolis International, or any other party or parties without limitation or exception. This indemnification and hold harmless agreement extends to all issues associated with your account, including but not limited to domain name selection and Website content.

REFUSAL OR DISCONTINUANCE OF SERVICE

Jolis International reserves the right to refuse or discontinue service to anyone at Jolis International's sole discretion. Jolis International may deny you access to all or part of the service without notice if you engage in any conduct or activities that Jolis International, in its sole discretion, believes violates any of the terms and conditions in this agreement. Jolis International shall have no responsibility to notify any third-party providers of services, merchandise or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. You agree that Jolis International has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. Jolis International reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement. NB: All expired domain names will be put up for auction on the 3rd day past expiration. If the domain has not had any bids, the owner has the option of purchasing the domain for a redemption fee until the 42nd day after expiration, when the domain is subject to deletion.

NO WARRANTIES

Jolis International makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, noninfringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by Jolis International

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or its agents or employees shall create a warranty. Jolis International provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall Jolis International be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or for third parties' use of the service to access your Webspaces, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If you are dissatisfied with Jolis International service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the service.

You understand that by placing information on Jolis International's servers that such information becomes available to all Internet users and that Jolis International has no way of limiting or restricting access to such information or protecting such information from copyright infringement. You assume total responsibility and risk for your use of Jolis International's servers and the Internet. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise provided through Jolis International or on the Internet generally.

ECPA NOTICE

Jolis International reserves the right to monitor any and all communications through or with our facilities. You agree that Jolis International is not considered a "secure communications medium" for the purposes of the ECPA, and that no expectation of privacy is afforded.

IDENTIFICATION INFORMATION

You agree that you as the person legally responsible for use of this account, are at least 18 years of age. You agree to supply Jolis International with a current and truthful name, postal address and telephone number for our records, and you have a continued obligation to keep this information current. You also agree that you are an authorized user of any credit card that you supply to us and agree that we have an obligation to fully investigate any possible fraudulent credit card use.

NO INTERFERENCE WITH OPERATION OF SYSTEM

You agree not to maliciously or intentionally interfere with the proper operation of the system, including but not limited to defeating identification procedures, obtaining access beyond that which you are authorized for, and impairing the availability, reliability, or quality of service for other customers. You further agree not to interfere with the proper operation of other systems reachable through the

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Internet, including any attempt at unauthorized access. You agree to follow the Acceptable Use Policy of any network or service you connect to.

You agree to adhere to system policies as published online by Jolis International, including restrictions on services available with each account type, restrictions on certain features, and all other policies designed to protect and enhance the quality and reliability of service at Jolis International. You agree to abide by any and all future Jolis International policy decisions.

SECURITY

You agree that the security of your account is solely your own responsibility. You further agree that if you believe the security of your account has been compromised in any way, you will notify Jolis International immediately in writing by registered mail, with return receipt, to Jolis International, P.O. BOX 22930, KAMPALA, UGANDA, EA. You shall be held fully responsible for any misuse or compromise of your account for which Jolis International is not properly notified. You agree not to provide or share access to your account to any third party, and that you are responsible for any use of your account by any party to whom such access has been provided. You agree that certain features of your account (e.g., FrontPage webs, additional FTP logins) which may be used to provide shared access to your account are not to be used to resell services to third parties, and that you are responsible for the actions of any party which utilizes those features. You agree that if any security violations are believed to have occurred in association with your account, Jolis International has the right to suspend access to the account pending an investigation and resolution. You also agree that Jolis International has the right to cooperate in any government or legal investigation regarding any aspect of our services, including services sold to you. Any use of our system to engage in software piracy or other violations of law will result in account suspension and will be immediately reported to the appropriate authorities.

BACKUP OF DATA

Your use of the service is at your sole risk. Jolis International 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 Jolis International servers.

UNLIMITED FEATURES

What do you mean by "unlimited disk space and bandwidth/data transfer"

We do not set limits on the disk space and bandwidth (data transfer) that we provide in plans that are marked "Unlimited". We want you to have the resources available to you to build a great online presence.

Even though we want you to succeed, we need to ensure that we're providing all of our customers with optimum service. As such we do require all of our customers to be fully compliant with our Excessive

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Resource User Policy/Terms of Service and utilize disk space and bandwidth related to normal operation of a personal or small business web site.

PLEASE NOTE THAT, WITH OUR PRO PLUS AND UG PLUS PLANS, YOU CAN ONLY HOST ADDON DOMAIN NAMES REGISTERED THROUGH Jolis International EITHER DIRECTLY OR THOROUGH ONE OF IT'S RESELLERS.

Violating the above, would lead to the deletion of your addon domain name with or without a notice.

If a customer's hosting account is found to have violated the client content, excessive resource user policy and/or is storing files for archiving purposes, the contents will be removed and while we make best effort to contact customers before hand, can occur without notice.

Excessive Resource User Policy:

Resources are defined as bandwidth, memory and/or processor utilization. Jolis International offers a shared web hosting service in which environment customers may share resources with other customers, therefore it is imperative that Jolis International control any excessive usage by customers so that they do not disrupt the service quality of other customers using the same resources. A website is considered using "Excessive amounts of resources" when it monopolies the resources available using 8% or more of system resources for longer than 60 seconds. There are numerous issues that could cause such problems, including but not limited to: cgi scripts, FTP, HTTP, etc. Any site that consumes over the account limit of bandwidth is also considered an "excessive resource" user. In the event of excessive resource usage Jolis International may act in the following manner: if the excessive usage may cause a disruption of service to any other customer, Jolis International may suspend that customer.s account prior to notify that customer, Jolis International may also contact the .excessive usage. customer prior to taking any action if Jolis International feels that the excessive usage will not interfere with the service of any other customer. Client suspensions prior to notification by Jolis International is rare and is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. The client whom is using "excessive resources" may be asked to upgrade his/her package to one of our dedicated server packages to reduce their excessive usage utilization in the future. Jolis International will be the sole and final arbiter as to what constitutes a violation of this policy.

Fair Use Policy:

YOU agree to use the storage space provided to you by Jolis International for the purposes of hosting YOUR website. YOU agree not to use our hosting services for personal file storage and doing so is prohibited and will, to Jolis International's discretion, result in suspension and/or termination of YOUR account with or without notice nor compensation to YOU. Some examples that may warrant an account suspension/termination include, but is not limited to:

1. Files containing pornographic content, videos, pictures
2. Files containing copyrighted content, videos, music

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3. Warez and illegal/un-licensed/pirated software
4. File upload, sharing, archive storage, backup, mirroring, and distribution sites
5. Sites created for the intent to drive traffic to another site.

Resource Usage

User may not:

1. Use 25% or more of system resources for longer than 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.
2. Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
3. Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.
4. Run any software that interfaces with an IRC (Internet Relay Chat) network.
5. Run any bit torrent application, tracker, or client. You may link to legal torrents off-site, but may not host or store them on our shared servers.
6. Participate in any file-sharing/peer-to-peer activities
7. Run any gaming servers such as counter-strike, half-life, battlefield1942, etc
8. Run cron entries with intervals of less than 15 minutes.
9. Run any MySQL queries longer than 15 seconds. MySQL tables should be indexed appropriately.
10. When using PHP include functions for including a local file, include the local file rather than the URL. Instead of `include("http://yourdomain.com/include.php")` use `include("include.php")`
11. To help reduce usage, do not force html to handle server-side code (like php and shtml).
12. Only use https protocol when necessary; encrypting and decrypting communications is noticeably more CPU-intensive than unencrypted communications.

INODES

The use of more than 100,000 inodes on any shared account may potentially result in a warning first, and if no action is taken future suspension. Accounts found to be exceeding the 100,000 inode limit will automatically be removed from our backup system to avoid over-usage. Every file (a webpage, image file, email, etc) on your account uses up 1 inode.

Sites that slightly exceed our inode limits are unlikely to be suspended; however, accounts that constantly create and delete large numbers of files on a regular basis, have hundreds of thousands of files, or cause file system damage may be flagged for review and/or suspension. The primary cause of excessive inodes seems to be due to users leaving their catchall address enabled, but never checking their primary account mailbox. Over time, tens of thousands of messages (or more) build up, eventually pushing the account past our inode limit. To disable your default mailbox, login to cPanel and choose "Mail", then "Default Address", "Set Default Address", and then type in: `:fail: No such user here.`

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CONTENT

All services provided by Jolis International may only be used for lawful purposes.

The customer agrees to indemnify and hold harmless Jolis International from any claims resulting from the use of our services.

Use of our services to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorized copying of music, books, photographs, or any other copyrighted work. The offer of sale of any counterfeit merchandise of a trademark holder will result in the immediate termination of your account. Any account found to be in violation of another's copyright will be expeditiously removed, or access to the material disabled. Any account found to be in repeated violation of copyright laws will be suspended and/or terminated from our hosting. If you believe that your copyright or trademark is being infringed upon, please email admin@jolis.net with the information required.

Using a shared account as a backup/storage device is not permitted, with the exception of one cPanel / Plesk backup of the same account. Please do not take backups of your backups.

Examples of unacceptable material on all Shared and Reseller servers include:

- Topsites
- IRC Scripts/Bots
- Proxy Scripts/Anonymizers
- Pirated Software/Warez
- Image Hosting Scripts (similar to Photobucket or Tinypic)
- AutoSurf/PTC/PTS/PPC sites
- IP Scanners
- Bruteforce Programs/Scripts/Applications
- Mail Bombers/Spam Scripts
- Banner-Ad services (commercial banner ad rotation)
- File Dump/Mirror Scripts (similar to rapidshare)
- Commercial Audio Streaming (more than one or two streams)
- Escrow/Bank Debentures
- High-Yield Interest Programs (HYIP) or Related Sites
- Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme)
- Sale of any controlled substance without prior proof of appropriate permit(s)
- Prime Banks Programs
- Lottery Sites
- MUDs/RPGs/PBBGs
- Hateful/Racist/Harassment oriented sites
- Hacker focused sites/archives/programs
- Sites promoting illegal activities
- Forums and/or websites that distribute or link to warez/pirated/illegal content

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GENERAL TERMS AND CONDITIONS as of January 28, 2016

- Bank Debentures/Bank Debenture Trading Programs
- Fraudulent Sites (Including, but not limited to sites listed at aa419.org & escrow-fraud.com)
- Mailer Pro

Examples of unacceptable material on all Dedicated servers include:

- IRCD (irc servers)
- IRC Scripts/Bots
- Pirated Software/Warez
- IP Scanners
- Bruteforce Programs/Scripts/Applications
- Mail Bombers/spam Scripts
- Escrow
- High-Yield Interest Programs (HYIP) or Related Sites
- Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme)
- Sale of any controlled substance without prior proof of appropriate permit(s)
- Prime Banks Programs
- Lottery Sites
- Hateful/Racist/Harassment oriented sites
- Hacker focused sites/archives/programs
- Sites promoting illegal activities
- Forums and/or websites that distribute or link to warez/pirated/illegal content
- Bank Debentures/Bank Debenture Trading Programs
- Fraudulent Sites (Including, but not limited to sites listed at aa419.org & escrow-fraud.com)
- Mailer Pro

Jolis International services, including all related equipment, networks and network devices are provided only for authorized customer use. Jolis International systems may be monitored for all lawful purposes, including to ensure that use is authorized, for management of the system, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes. Use of Jolis International system(s) constitutes consent to monitoring for these purposes.

Any account found connecting to a third party network or system without authorization from the third party is subject to suspension. Access to networks or systems outside of your direct control must be with expressed written consent from the third party. Jolis International may, at its discretion, request and require documentation to prove access to a third party network or system is authorized.

We reserve the right to refuse service to anyone. Any material that, in our judgment, is obscene, threatening, illegal, or violates our terms of service in any manner may be removed from our servers (or otherwise disabled), with or without notice.

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Failure to respond to email from our abuse department within 48 hours may result in the suspension or termination of your services. All abuse issues must be dealt with via troubleticket/email and will have a response within 48 hours. If in doubt regarding the acceptability of your site or service, please contact us at admin@jolis.net and we will be happy to assist you.

Potential harm to minors is strictly forbidden, including but not limited to child pornography or content perceived to be child pornography (Lolita): Any site found to host child pornography or linking to child pornography will be suspended immediately without notice.

Resellers: we will suspend the site in question and will notify you so you may terminate the account. We will further monitor your activity; more than one infraction of this type may result in the immediate termination of your account. Direct customers: Your services will be terminated with or without notice.

Violations will be reported to the appropriate law enforcement agency.

It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as user name and password. It is required that you use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change/update your password.

TRANSMITTAL OF MATERIALS

You agree not to transmit unsolicited or prohibited advertising or other harassing or illegal materials through electronic mail, Usenet postings, or other Internet media. The use of Jolis International or any other service with reference to services obtained through Jolis International, for unsolicited mass mailings, postings, or other activities considered an annoyance to others, commonly referred to as "spamming" is strictly prohibited and may cause your services to be terminated immediately and without warning, and you will be held fully responsible for any damages to you, Jolis International, or any other party or parties resulting from any such conduct.

Zero Tolerance Spam Policy

We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists", purchased lists, and selling of lists will be treated as spam. Any user who sends out spam will have their account terminated with or without notice.

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Sites advertised via SPAM (Spamvertised) may not be hosted on our servers. This provision includes, but is not limited to SPAM sent via fax, phone, postal mail, email, instant messaging, or usenet/newsgroups. No organization or entity listed in the [ROKSO](#) may be hosted on our servers. Any account which results in our IP space being blacklisted will be immediately suspended and/or terminated.

Jolis International reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with its established policies, or to make any such modifications in an emergency at its sole discretion.

Jolis International reserves the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee or any charges incurred for blacklist removal. This cost of the clean up fee is entirely at the discretion of Jolis International.

PAYMENT

You agree to supply appropriate payment for the services received from Jolis International, in advance of the time period during which such services are provided. You agree that all setup fees are non-refundable once setup is completed. You agree that if you are paying by credit card, those services will be billed on a recurring basis and prepayments will be billed and charged automatically, and that Jolis International may apply the amount due to the provided card at any time unless you notify Jolis International of your desire to cancel any or all services received.

REACTIVATION

Jolis International may or may not require a reactivation fee when a customer account/s is/are suspended. Jolis International at its discretion may or may not charge, and when applicable, to cover any administrative costs associated with the offense/violation, as determined by Jolis International.

PRIOR AGREEMENTS

This agreement supersedes any written, electronic, or oral communication you may have had with Jolis International or any agent or representative thereof, and constitutes the complete and total agreement between the parties.

SEVERABILITY

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

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APPLICABLE LAW, JURISDICTION, AND SERVICE

This agreement shall be governed by the applicable laws of Kampala, Uganda. Customer agrees that all services provided by Jolis International shall be deemed to have been requested and provided in the city of Kampala. Customer further agrees that the Kampala High Court shall have personal jurisdiction over Customer and exclusive subject matter jurisdiction over any and all controversies or claims arising from or relating to this agreement or the services provided by Jolis International. Customer agrees to accept service of process related to this agreement by ordinary mail, postage prepaid, to the most recent address provided by Customer.

ACKNOWLEDGEMENT

By placing and continuing to maintain or place information on Jolis International's servers, you are stating and acknowledging that you have read the aforementioned terms and conditions and that you understand they.

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