JitOps Cloud
Terms of Service

The term 'JitOps' is the accredited provider of hosting services. The term 'The Applicant' is any person, whom must be 16 years of age or over, or a company that applies to register a domain name or purchases the provision of hosting services.

These Terms and Conditions refer to the following additional policies, and documents which also apply to your use of our site:

Our [Privacy Policy](), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our website, you warrant that all data provided by you is accurate.

Domains

Domain Registration

These terms and conditions relate to all completed registrations for Top Level Domains (TLDs).

   1. The domain name that is applied for will normally be allotted to the Applicant immediately the respective domain name has been approved and payment has been made subject to 'Obligation of the Applicant' (See below).

   2. The chosen domain name will become the sole possession of the Applicant only after full payment of the registration fee.

   3. Acceptance and payment of the annual fee constitutes a contract for 12 months.

   4. Applicants will be invoiced by email and payment will be taken by credit or debit card online at the time of registration. Payment can be made by cheque but this may add considerably to the delay in confirmation of the domain name.

   5. The Applicant and/or Client understands and agrees that all fees applicable to the domain name registration and renewal are non-refundable. The Applicant and/or Client having the legal status of Consumer pursuant to the European Directive on Distance Selling (Directive 97/7/EC) or the EC (Protection of Consumers in respect of Contracts made by means of a Distance Communication) Regulations 2001 as amended are expressly informed and agree that any domain name are customised goods, pursuant to Section 6.4.c of European Directive on Distance Selling (Directive 97/7/EC) and the EC (Protection of Consumers in respect of Contracts made by means of a Distance Communication) Regulations 2001, therefore the domain name registration or renewal is not subject to the statutory right of withdrawal as provided for under the European Directive on Distance Selling (Directive 97/7/EC) or the EC (Protection of Consumers in respect of Contracts made by means of a Distance Communication) Regulations 2001 as amended.

   6. JitOps reserves the right to refuse registration.

Domain Renewals

1. Payment for the annual renewal of the domain name is necessary before the renewal date in order for the domain not to expire. The Applicant will be invoiced by email 30 days before the domain is due to expire and reminded again by email 7 days before the domain is to expire.

2. The Applicant's credit or debit card details are securely stored at the time of registration and the annual renewal payment will be automatically taken from the Applicant's card three (3) days before the domain renewal date. Should the card payment fail further attempts will be made every seven (7) days until the domain expires (30 days from renewal date). The Applicant may cancel automatic renewal by logging into the account and deactivating automatic payment (not recommended as JitOps cannot guarantee domain renewal). The customer is still liable for payment in order to maintain domain registration.

3. The Terms and Conditions in force at the time of renewal will then apply.

4. Failure to pay renewal fee before the expiry date will result in the domain being suspended.

5. Additional charges (Redemption Fees) of up to €75.00 may apply to renew a domain name that has expired. Such fees are applied by country specific domain registration bodies.

Ownership of Domain Names

1. JitOps will only act as an agent for the purchase of domain names.

2. All domain names requested by the Applicant will remain the property of JitOps until the first annual fee payment has been made in full.

3. The renewal of domain names requires payment of the renewal fee by the applicant to ensure continuation of service for email and hosted web sites.

4. In the event of non-payment, JitOps reserve the right to dispose of the domain name and claim for payment from the defaulting applicant by normal commercial and legal means after a period of 60 days has elapsed from renewal date.

Obligations of the Applicant

1. You the Applicant assumes sole responsibility for the registration and use of your domain name.

2. You the Applicant must provide accurate information for publication in directories such as WHOIS, and promptly update this to reflect any changes.

3. The selected domain name must not be used in breach of trademark, copyright or other intellectual property rights of third parties.

4. There must be no attempt to pass-off as another company by means of the domain name. If litigation were to ensue as a result of any legal challenge, the Applicant agrees to indemnify JitOps and warrant them as an innocent party to any passing-off or similar intellectual property challenge.

5. The selected domain name must not be used for any illegal purpose, or for any purpose likely to bring the name of JitOps into disrepute

6. The Applicant must not grant domain names to any sub-domain users without the expressed permission, in writing, by JitOps.

7. Applicants are responsible for their own security so far as any password or security codes are concerned. Where JitOps acts on instructions received under password that relate in any way to this contract, no liability will be accepted arising from the use by JitOps of this or any other password.

8. If the Applicant requires ID protection then this must be selected at the time of purchasing the domain in order to ensure full ID protection. The Applicant can select ID protection after purchasing their domain by accessing their client area, however personal information will be available on the Whois up until the time of selecting the ID protection and the Whois database has been updated.

9. ICANN (Internet Corporation for Assigned Domain Names and Numbers) is responsible for the managing and coordinating of the domain name system (DNS) to ensure that every address is unique and that all users on the Internet can find all valid addresses. You can find out more about Registrant rights and responsibilities directly on ICANN's website.

Other Important Information

ICANN - Registrant's Benefits and Responsibilities Specification.

ICANN - Registrant Educational Information

Premium Domains

While every effort is made to secure premium domain names there are situations where some registries do not publish the premium domain pricing. The pricing only becomes available once an application is made. JitOps Cloud does not accept any liability where a premium domain registration order has been accepted in good faith at the standard price and then the registry post application confirms that the domain is in fact a premium domain. JitOps will only process the domain application once the premium domain fee has been paid. Every effort will be made by JitOps Cloud to inform the Applicant of the premium pricing in a timely manner and give the option for the applicant to pay the premium fee. In the event that the Applicant does not pay the premium domain fee or no longer requires the premium domain a full refund will be given for the standard domain fee if this has been paid by the Applicant.

Cloud and Hosting Services

These terms and conditions are intended to protect both the integrity and liability of JitOps Cloud and The Applicant. The Applicant agrees that the service is provided as per the published data and that JitOps Cloud assumes no responsibility for the timing, deletion, delivery or failure to store any customer communications or personalisation settings over and above those permitted under these terms and condition or agreed in writing at the time of contract.

Disk Space

Hosting accounts with JitOps Cloud include a specific disc space allocation, to increase your disk space you will need to upgrade to the next hosting package. Disk space can only be used for hosting of websites and email. Only one backup copy of each website is allowed, JitOps Cloud retains the right to remove additional backup copies without notice. We strongly advise that additional backup copies are copied to a separate storage device such as a pc or external storage device.

IP Address

Accounts with JitOps Cloud do not include separate IP addresses. Separate IP addresses are available at additional cost.

MySQL Databases

MySQL Database facilities are included in the Cloud Lite+, Cloud Business+ and Cloud Ultima plans.

Upgrades and Updates

JitOps Cloud is committed to using up to date software releases in all systems and equipment to ensure the highest level of functionality, stability and security. It is the responsibility of the Applicant to use the latest scripts and software too. From time to time system upgrades and updates will be required and whilst every effort will be taken to inform the Applicant of such changes in advance certain critical upgrades or updates may have to be implemented without notice.

Backups

JitOps Cloud offers additional hosting backup products such as CDP (Continuous Data Protection) and Automatic Website Backup (shared hosting only) software. Such products will on a scheduled basis take backups of your website data, such backups on their own are no guarantee of a successful restore, a successful restore is still dependent upon a number of factors and so we can't guarantee the availability, usability or integrity of either the backup or restore. If a client fails to pay renewal fees such backup data will be lost.

Acceptance and Payment

1. Acceptance and payment of the annual hosting fee constitutes a contract for 12 months.

2. Acceptance and payment of a level 1 dedicated servers constitutes a minimum rolling contract of 3 months. If payment has been made for 12 months then the contract is 12 months, notice of cancelation must be given 3 months before the contract period ends.

3. Acceptance and payment of a level 2 dedicated servers constitutes a minimum rolling contract of 6 months. If payment has been made for 12 months then the contract is 12 months, notice of cancellation must be given 6 months before the contract period ends.

4. Applicants will be invoiced by email and payment will be taken by credit or debit card online at the time of ordering the hosting or cloud services.

5. JitOps Cloud reserves the right to refuse the provision of hosting or cloud services without giving reasons.

Additional Charges

1. JitOps Cloud will provide to the Applicant one free website transfer (including one database) from the current host to JitOps Cloud when purchasing shared hosting, so long as the website is found to have reasonable resource usage and a standard configuration. JitOps Cloud reserves the right to apply additional charges where excessive work is involved. Thereafter any additional work or tasks related to additional website moves will be charged for at our standard hourly rate.

2. Any email setup will be charged at our standard hourly rate.

3. Clients will be provided one website restore free of charge. Additional website restores will be charged at our standard restore rate.

4. DNS changes will be made free of charge provided the Clients domain name is registered with JitOps Cloud or has been transferred to JitOps Cloud.

5. It is the Clients responsibility to maintain and keep all software that has been installed on the website (e.g. Wordpess, Magento etc) updated. Any work or tasks related to updating Clients website software will be charged for at our standard hourly rate.

6. Hosting fees do not include additional work and tasks related to identifying and fixing hacked websites. Such tasks will be charged for at our standard hourly rate.

7. If JitOps Cloud identifies phishing, spamming or hacking out of hours and such a website requires attention in order to protect the integrity of the website or the JitOps Cloud network then the Client agrees to JitOps Cloud carrying out such work or tasks and charging the Client at the standard hourly rate.

Unlawful or Prohibited Usage

   1. The Applicant will not use the JitOps Cloud services for any purpose that is unlawful or prohibited by these terms and conditions.

   2. The Applicant may not attempt to gain unauthorized access to any JitOps Cloud service, other accounts, computer systems or networks connected to any JitOps Cloud services through hacking, password mining or any other means.

   3. The Applicant may not obtain, or attempt to obtain, any materials or information through any means not intentionally made available through the JitOps Cloud services.

   4. JitOps Cloud reserves the right at all times to disclose any information as JitOps Cloud deems necessary to satisfy any applicable law, regulation, legal process or court order, or to edit, refuse to post or to remove any information or materials, in whole or in part, at JitOps Cloud's' sole discretion.

Third Party

Any dealings with third parties (including advertisers) included within the JitOps Cloud services or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between The Applicant and the advertiser or other third party. JitOps Cloud shall not be responsible or liable for any part of any such dealings or promotions.

The Applicant's Responsibilities

The Applicant is solely responsible for the content of The Applicant's text whether on the website or on email.

The Applicant

   1. Must agree to provide true, accurate, current and complete information on the registration form.

   2. Must agree to maintain and promptly inform us to update the Registration Data to keep it true, accurate, current and complete. If The Applicant provides any information that is untrue, inaccurate, not current or incomplete (or JitOps Cloud has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete) JitOps Cloud has the right to suspend or terminate The Applicant's account and refuse any and all current or future use of the service (or any portion thereof).

   3. Must not use the JitOps Cloud services in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages whether commercial or otherwise.

   4. Is responsible for maintaining the confidentiality of any password and account data.

5. Is fully responsible for all activities that occur under The Applicant's password or account. The Applicant agrees to notify JitOps Cloud immediately if there is any unauthorised use of The Applicant's password or account or any other breach of security.

6. Must ensure that The Applicant account is logged-out properly at the end of each session. Note: JitOps Cloud cannot and will not be liable for any loss or damage arising from The Applicant's failure to comply with these requirements

7. Who is in violation of system or network security is subject to criminal and civil liability, as well as immediate account termination. This might include, but not be limited to the following:

a. Unauthorised access, use, probe, or scan of a systems security or authentication measures, data or traffic.

b. Interference with service to any user, host or network including, without limitation.

c. E-mail bombing, flooding (deliberate attempts to overload a system) and broadcast attacks.

d. Forging of any TCP/IP packet header or any part of the header information in an e-mail or newsgroup posting.

8. Agrees not to use his account to publish any information, software or other content which violates or infringes upon the rights of any other or which knowingly contravenes the laws of any jurisdiction in which such content is generally accessible.

9. Acknowledges that JitOps Cloud does NOT permit sites that provide any content, points of distribution, or 'links' to other sites that:

a. Infringe on any third party's intellectual property or proprietary rights, or rights of publicity or privacy;

b. Violate any law, statute, ordinance or regulation under Irish Law;

c. Are defamatory, trade libellous, threatening, unlawfully harassing, abusive, pornographic or obscene;

d. Contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;

e. Contain Pirated or Hacking / Phreaking Software (Warez)- Any software that is copyrighted and not freely available for distribution without cost. ROMs, ROM Emulators and Mpeg Layer 3 files (MP3) all fall under this jurisdiction;

f. Has Adult Sites (content). Meaning: Any erotic or pornographic material, links to Adult sites, or advertisements for Adult sites.

10. Agrees that JitOps Cloud alone have the right to determine whether any of the messages The Applicant sends are spam. Spamming generally includes, but is not limited to:

a. The bulk sending of unsolicited messages;

b. The sending of unsolicited e-mails which provoke complaints from recipients

c. The sending of junk mail. The use of distribution lists that include people who have not given specific.

Pricing

All JitOps Cloud prices are published on www.jitops.com and are in Euro and Usd.

1. JitOps Cloud offers a 7-day money back guarantee for shared hosting services (This does not include domain name registration, Cloud VPS, Dedicated Servers, or other non-hosting products).

2. JitOps Cloud will not offer a refund in full or part if the Applicant cancels any service within the contract period. If the cancellation is for shared hosting services, then the 7-day money back guarantee will apply.

3. JitOps Cloud may amend pricing from time to time without notice.

4. Pricing amendments made by Third Party vendors for software licensing will from time to time have to be passed onto clients and such amendments will be itemized in the clients invoice.

Termination

Termination by the Applicant

1. This agreement may be terminated at any time by the Applicant by giving JitOps Cloud written confirmation of the request to cancel. The written request to cancel does not release the Applicant from any contractual obligations that are in force at the time of the cancellation and will serve as notice not to renew the domain or hosting service for the next contractual period, usually 12 months (See Pricing - 2). An exception to this is dedicated servers which require 3 months notice of termination.

2. The termination request can only be accepted in writing (such as email or hardcopy letter) and must be from the authorised account holder (Applicant) and sent to support@jitops.com.

Termination by JitOps Cloud

JitOps Cloud may cancel this agreement, suspend delegation of a domain name or cease providing hosting services on seven days written notice (electronic e-mail message being regarded as writing for this purpose) if:

1. The terms of this agreement have been broken by the Applicant.

2. The domain name is administered in a way likely to endanger operation of the Top Level Domain.

3. In the opinion of JitOps Cloud, the domain name is being used in a manner likely to cause confusion to internet users.

4. It has come to JitOps Cloud's attention that an earlier application for a domain name in the name of another party has been commenced by JitOps Cloud, or with another provider, there can be no redress of this situation as a "first-come-first-served" policy applies Internet wide. In this rare situation, JitOps Cloud will make a full refund to the unsuccessful applicant.

5. It has come to JitOps Cloud's attention that the domain name or hosting services are being used illegally.

6. The Applicant agrees that JitOps Cloud, at its sole discretion, may terminate the Applicant's password, account or use of the service, and remove and discard any content within the service if The Applicant violates any portion of these terms and conditions.

7. In the unlikely event of a dispute between JitOps Cloud and the Applicant, and if good sense and reasonableness is not evident, the contract between JitOps Cloud and the applicant will be terminated by JitOps Cloud. If all outstanding payments have been made, the domain name will continue to be owned by the Applicant and there will be no refund provision.

Limitation of Liability

1. JitOps Cloud will not be responsible for any incorrect or inaccurate Content uploaded to the JitOps Cloud website or in connection with any Hosting Services, whether caused by Users of the Hosting Service or by any of the equipment or programming associated with or utilised the Hosting Solution.

2. JitOps Cloud is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the Hosting Services or combination thereof.

3. JitOps Cloud is not responsible for any error, omission, interruption, loss, deletion, defect, theft, destruction or unauthorized access to, or alteration of any Content you upload through any Hosting Service.

4. The JitOps Cloud Website may contain links to other websites. JitOps Cloud is not responsible for the Content, accuracy or opinions expressed on such websites, and such websites are in no way investigated, monitored or checked for accuracy or completeness by JitOps Cloud.

5. JitOps Cloud is not responsible for the conduct, whether online or offline, of any User of any Hosting Service.

6. All conditions, terms, representations and warranties relating to the Hosting Service supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly

stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded to the extent applicable under Irish law.

7. JitOps Cloud's total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of any Hosting Service shall be limited to the charges paid by you the client in respect of the services which are the subject of any such claim.

8. In any event no claim shall be brought unless you have notified JitOps Cloud of the claim within one month of it arising.

9. In no event shall JitOps Cloud be liable to you the client for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.