

# Our Terms Of Service - Text Format

This document can be found at <https://jasmeow.systems/tos.pdf> but below is the text formatted Terms Of Service. This is for ease of access and reference instead of a PDF. This document also has a bar on the left to select which main grouped term you are looking for, such as "Our Priorities" or "Direct Messages".

## **Jasmeow.Systems - Our Terms of Service**

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Hello! Thank you for being part of Jasmeow.Systems, the team who will be able to monitor your crucial in production systems, protect from attacks with proper security procedures, ensure all systems are properly logged and provide dedicated support when you need it most. Since this document covers our team, clientele and the systems managed, we have included the terms and their shortened versions below and how they are referred to as.

- **Jasmeow.Systems** - "Jasmeow.Systems", "JasSys" or "JS".
- **Management Team** - "Management Team", "Management" or "Administration Team".
- **System Administrators** - "System Administrators", "System Admins", "SysAdmins" or "SA's".
- **Clients** - "Clients", "You" or "Clientele".
- **BitWarden Vault** - "Vault", "BW", "BitWarden" or "Password Manager".

**Additionally**, when using phrases such as "All the team", "Us" or similar, this is basically a collective of both Management and System Admins. This paraphrasing should help understand the terms better and keep it concise.

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## **General Terms**

Terms that do not fit into any other category are listed here to make sure all our points are sufficiently stated.

- We provide different products and services which may change from time to time and are digital only.
  - We reserve the right to keep the files, code, images, and data that is **made by us** for you as a client to show it/use it our public portfolios, within reason. Consent is requested before this though to be respectful.
  - Any type of redistribution of our scripts, procedures, configurations, assets, or other products/services is strictly forbidden. These are tools like our backup scripts or our reporting software.
  - Charging-back or disputing unfairly on our services is strictly prohibited and will lead to cancellation of your current support as well as future requests unless you and management come to mutual agreement.
  - We reserve the right to change the prices of our products/services that we offer without refund or exchange to any previous client. This is important if you were charged more previously but we changed our pricing to be a lower cost for example.
  - Fees are covered by us that come from our third-party payment processors except on circumstances where the product/service was extremely expensive, or the fees totalled an extortionate amount.
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## Payments & Refunds

We use a self-hosted, in-house invoicing system for our invoices to clients, which invoices are sent **on the day** at **8AM UTC** and need to be paid **immediately**. This has been calculated to be the most reasonable time for all time zones such as American clients wake up and have a chance to pay the invoice before the next 8AM UTC rolls around to the next day. A notice is sent 3 days before the due date, so you have this time to alert us if you are unable to pay **before** the due date. If due date is reached, the full amount **must** be covered with no adjustments.

**Important Note:** If your invoice is not paid within 24 hours, a \$10 fee will be additionally charged.

When paying for your invoice, you can use either Stripe or PayPal to pay for our invoices, but please note that Stripe invoices are automatic and autobill you, whereas PayPal you need to go to the link in the email and pay it each month.

For new clients onboarding, you have 48 hours to request a refund before this is void. All other payments are nonrefundable under any circumstance unless by mistake such as an overpayment or wrong due date, in which case refunds are handled on a case-by-case basis, dependant on many factors and it is up to the managements decision to provide reimbursement.

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## Our Priorities

All of the team work on the basis of priorities, making sure all requests are dealt with in an efficient manner, ensuring import urgent and important tasks are dealt with immediately while smaller, more mundane tasks are completed when time is available.

- **Urgent:** Mission critical outage with trade being significantly impacted or halted. These will be dealt with as soon as one of us is available and will have immediate responses to messages between us and you.
- **High:** Systems degraded but trading is possible. We will make sure you are put above other clientele when these situations happen, but you are able to wait a few hours as it won't impact your customers or player base drastically.
- **Normal:** Tasks that need to be completed within a reasonable timeframe, such as a day, a few days, or a week. These can include moving server files from one location to another, configuring plugins such as voting or dynamic map or backend access such as Minehut authentication or another owner needing SSH access.
- **Low:** New features or additions which are not in production, tasks which aren't at all urgent such as scheduling maintenance periods, buying new hardware or requests from a Change Procedure Agreement.

Remember that the term **Trade** is applicable to MC networks as well as businesses, so for example, trade being impacted for an MC network would be no players online due to a fault and for a business losing out financially.

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## Additional Work

Some requests which are extensive to the point are not supported by our normal costs. Additional work described below are not included in our monthly service cost we provide and will be charged by providing a reasonable quote before beginning the work. If accepted, this invoice **must** be paid before the additional work can be carried

out.

- Migrating infrastructure over to new dedicated systems such as from one provider to another. This takes time and patience, a proper procedure in place and making sure downtime is kept to a minimum.
- Installing and configuring software which will take a considerable amount of time such as virtualisation platforms or WHM solutions.
- Addons for game server panels and web hosting managers as these take a considerable amount of time to implement as code has to be directly inserted into the files one at a time.
- WHMCS packages and configuration take a staggering impact on the duration we can assist other clients as the time takes between 2 hours and 50+ hours as each business establishes their own custom business model.

Services included in our standard cost are below and will not be charged extra.

- New dedicated systems requiring configuration for putting into production. This includes installing software such as Pterodactyl or WHMCS. This does have a certain limit so please query if unsure.
- Pterodactyl themes are simple to install from many developers so as long as you provide proof of purchase from sites such as BuiltByBit and the files to install them, this will be completed.

While stating the obvious, the two lists above are not extensive and are up for discussion with management. It is their word what is and isn't included in our normal prices, and their decision is final. This document will be updated with the different scenarios when they occur.

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## **Outside System Administrators**

As the sudo warning states, with great power comes great responsibility. We do not allow outside system administrators to be accessing your systems. We train and background check all of our SA's to make sure they are providing the best support possible with no problems from their past history. They know what to do and make sure disruption is kept to a minimum. We do not know your additional staff member(s) and who they are, their history or their experience. If you absolutely must have them added, we take zero responsibility for their actions such as breaking in place systems or changing what configurations are already implemented.

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# Privacy & Data Protection

All information provided by you is confidential and secure, not sold to third parties and all staff at Jasmeow.Systems has no intention of causing problems maliciously. If you have any doubt, please get in touch with management or glance at our many reviews by other clients.

With regards of the broad term of "your information", this includes, but not limited to the systems SSH login information, assets of your project and conversation history between you and our system administrators.

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## Data Loss & Significant Issues

This situation happens rarely but can occur under stress, undertrained system admins or misunderstanding the request from you. We are ideally not responsible for any data, file, or code loss of the products/services you have on your systems after purchasing our support, but this would be extremely disrespectful to the client.

Simply put, if user error has occurred on our end such as overwriting a MC server with another by accident or losing a database, then we will pull from backups (if applicable) and take it from there, dealing with the issue and helping as much as we can. If later down the line our implementations of a solution will cause or has caused a problem, you can't hold us responsible either, as it was out of our control. An example of this would be crons running on a WHMCS instance and suspending or terminating customer servers.

Another example to this clause is having your public IP address being exposed on websites which report historical data regarding applications being hosted on your system and/or ports being open. We always follow highest security standards and make sure firewalls are enabled, but on the rare occasion this cannot be completed to a satisfactory standard such a modded MC network or a hosting company, we will not be covering the financial loss for purchasing an alternative or additional IP to your system which has been exposed.

**Remember** that this is a **case-by-case** basis so we will do as much as possible to get you back online and operational. We **do not** under any circumstances provide financial reimbursement for data loss unless instructed by legal representatives. If you are handling a transaction dispute on a well-known forum site such as BuiltByBit, we will still not provide return finance unless there is significant evidence of our incorrect

judgement to deal with the situation with evidence of your previous data. This is then up to the discretion of the moderator. If there is no proper valid evidence to satisfy your claim, we will not return such benefit.

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## **Lifetime Services**

We do not support lifetime services under any circumstances as this can easily be abused in the future after becoming a client such as asking for significantly unreasonable requests which will take up our team's time to the point of neglecting other clients.

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## **Direct Messages**

Any system admin or management team member will not handle any request in direct messages no matter the situation or problem. Doing so will not get your request handled. If you are sharing private information, you are free to DM the system administrator responsible but any other information please keep in the comms-chat channel.

There are exceptions to this rule which is outlined below:

- You are adding or removing a staff member/another owner who is also part of your network or business. For example, Steve & Jack are in the client category "MineWorks" and Steve (the main owner) asks for Jack to be removed from all chats and all the passwords changed in the vault.
  - Personal discussions not related to the operations of Jasmeow.Systems, such as friend on friend conversations or sharing links not related to your network or business.
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## **Out Of Hours Support Charges**

Asking for our system admins to work outside of reasonable support hours will not be tolerated and it is up to their discretion on the chargeable amount you will need to pay before the work is carried out to avoid any scam outs or ignorance from the client. If we agree to support you at unreasonable times for example, no problems with this, carry on, but being mindful of their time zone is recommended. Some examples of this would be:

- Asking a UK system admin to download an urgent backup at 5AM their time as this isn't fair on them, they are sleeping or heading offline within a few minutes.
  - Requiring one of us to be on hand all throughout the night after your network has its release/reset/SOTW if your systems go down without having a plan and advance payment completed.
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## Late Invoices & Termination

Late invoices can cause problems with organising your support, Take this as a fair warning cautiously as any delay to the invoice means you will have problems with players connecting, services not running, network outages or even downtime.

Clients who use external services who do not pay their invoice on time will cause the following issues:

- **TCP Shield** – Game shield plans are due the next day at **8AM UTC**. Missing payment will cause us to implement restrictions to your network connections such as disabling player connectivity.
- **OVH** – If we are renting your dedicated system due to the lower costs on the Canada OVH site instead of the US OVH site, missing payment will mean we will **terminate** your dedicated server at **2AM UTC**. We are not responsible for data loss if this occurs as we are not paying for a service which you aren't paying for.

If you are paying for our services and not any external providers on top of your invoice, we will be reasonable and wait 2-3 days, dependant on your history and reasoning for late payment. Do note that any client who is difficult or disrespectful will result in a discussion being raised for immediate suspension of services and a removal from our systems.

Clients who are not contactable after **5-7 days** will be **investigated** and we will try to get your **attention** by any means necessary. An example would be that we would cause minimal disruption, stopping your access to your MC network for your players if you are running a 100-player network but blatantly ignoring us even though you are active in your Discord lounge for that network, turning off the proxy and disabling the port.

**Remember**, we aren't malicious, neither looking for an argument, but when we still have access to your system, and you are being a major inconvenience, we will take action. A situation like this is **extremely rare** and is a **case-by-case basis** of how extensive we will take the restrictions or sanctions. We do not condone activity like this in the slightest, but this has occurred on numerous occasions, so this clause unfortunately has to be included. **Do not** make it come to this.

This isn't illegal, neither does it warrant a bad statement or review from you after the situation has been resolved. Think of it as bailiffs repossessing your personal belongings when you don't pay an invoice from a company.

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## Disruption & Malicious Intent

Any attempt to disrupt or damage our reputation or our Discord community in any way without proper, factual evidence will result in an immediate removal from our Discord lounge, ending your service with zero refunds.

This clause also includes any intention of deceiving our staff such as planting honeypots or fail safes in an attempt to make our service look unreputable or dispute a statement. Additionally, edited Discord screenshot messages will not be valid as we take full archives of our clientele channels at the end of your service.

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## Common Courtesy

You may not open tickets in Service Teams or with other freelancers, make requests on BuiltByBit forums or other such alternative contact means while engaging in conversation with us in our Discord which results in significant conflict of interest, such as system administration support. This is to prevent commission sniping and confusion. Honestly, this is just rude so please don't do it. We will reply to you as soon as we can and if for any reason you are seeking someone else, please let us know beforehand.

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## Leaving Us

If you are considering leaving Jasmeow.Systems, we have a few rules that need to be followed before the departure of your network or business from our administration and management. Leaving us is simple if you are cooperative and have mutual understanding, respect and work together on managing your systems appropriately

for new access to be granted to different individuals.

We require seven (7) days notice before leaving us as a common courtesy so we can advise you on the next steps, such as moving to another individual or team, discounts you may lose, benefits of staying and any other additional comments made by management.

- Moving to another system administrator or systems team will be subject to scrutiny by our team and we will advise if using their operations is viable. It is up to you to make your decision whether this will be beneficial for your continual future endeavours. This can include losing benefits you have such as discounts from additional services, partnership deals with external companies or even additional support staff which we have.
- Leaving us for “personal reasons” will not be valid reason and a more justifiable reason must be provided, such as “too expensive”, “not required anymore”, “no adequate support”, etc. If such a reason is provided and you are leaving to another system administrator, you will be banned from returning to our services. It’s highly disrespectful to our team members as none of us can reflect and look back on how we can run operations differently and possibly modify our rules to better support clients for what they are paying for.
- All invoices must be paid in full if any are outstanding recurring products or services that you are using, such a rented dedicated system from a hosting provider. An example of this is a system in commitment that has 7 more months left of its 12 month commitment where this must be paid in full before departure, as we do not want to be left with your system on our accounts.

We here at JS are not malicious and leaving us is not a problem, you just need to be honest. Honesty goes a long way in the market and if you aren’t transparent, we will simply not work with you as a client again in the future. Losing out on a client doesn’t change anything to do with our operations, neither will we be “salty”, “distasteful” or “condescending” about your departure, you will simply just be blacklisted as someone who is extremely difficult to work with. It doesn’t matter if this is a professional terms of service, we say it how it is and don’t cut corners.

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## Cancellation Of Services

Following on from term **Leaving Us** above, if an invoice is raised and you have not informed us to cancel services, whether it be our monthly cost or another invoice from

a forwarded third party such as OVH, before it is sent, you will be forfeiting any cancellation for that month as we bill for the month in advance. This term is in place to prevent intentions of just cancelling our services on your billing day, leaving us to pick up the slack from third party providers. For clarification, this term includes **ANY** product/service on the invoice once sent.

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## **Abuse**

We do not tolerate abuse towards any of the team as this is unacceptable. Be kind and respectful to any authorised staff or we will simply cancel your services without a refund. Common decency and courtesy are required for any communication, and we can refuse a task that is extremely not well thought out in terms of planning and implementing such changes.

**Remember, we all are very fair and know how annoying it is when an issue can't be solved immediately, and we respect downtime or high-level issues causing significant disruption.**

When joining and being a part of Jasmeow.Systems, the management teams' word is final. We will not be changing our minds or making compromises. If you do not have a valid reason for a significant change that will affect connectivity for players or customers, we will not be carrying out the task(s) due to the risks involved of later on receiving undermining comments from the sending party, data loss or other such disagreements.

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## **Jasmine's Personal Note**

My word is final if a dysfunctional disagreement breaks out as it were, no "ifs", no "buts". I wrote these terms to provide more clarity into our service and what we provide as a whole. Please don't fight with me as I have done this for significantly longer than any other person and know what outcome will happen if basic common sense isn't followed. Remember, System Administration is a broad topic, and my expertise might not be brilliant in one instance but fantastic in another, so this is why I formulated this team to support each other and to ask questions to solve the issue that is currently ongoing.

I am beyond fair, and I support all my clientele to the best of my ability, making sure all tasks are completed no matter the duration or length it takes so decency is

appreciated if things overrun and your services are slowed down while I play catch up. Many things in the system administration industry are out of our control such as providers with unreliable hardware, so please be considerate while we make sure everyone has been provided support to the highest level of satisfaction.

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## Blocked Services & Support

Below is the list of plugins, addons, themes, other features, or additions we will **NOT** be installing and configuring under **ANY** circumstances for very good reasons. We will not be having any discussions about it, and we are not putting our clients at the risk of incompetent developers or malicious actors.

### **Verus - AntiCheat - Plugin**

**Description Of Risk:** This plugin requires you to open the firewall port 10311 to the host session.verusdev.xyz, TCP protocol.

**Simple Description:** The plugin has been written where the sending request is coming from a host to check legitimacy of ownership to this plugin rather than the plugin reaching out to ask if it's fine to be used, such as IP whitelisting for WineSpigot.

**Issues:** Numerous:

- If you are running Pterodactyl and have the AntiCheat on more than one server, it won't confirm the plugin for that port as you can only allow one port open for an IP address. Work arounds are buying another IP or asking them to use another port, but this just isn't viable.
- Developer attempts to hide the issue by stating "All the other big networks use it and more than happy using our plugin" – I really couldn't care less. It's insecure and incompetent. If you want to check for clients taking your plugin or reverse engineering it, do an IP whitelist and not a firewall change. Recommended this but got immediately hit back and was blatantly rude to me in the process, calling in 2 other "system admins" with "certifications" to try and demoralise my expertise and decent bit of common sense.
- Opening up a port to an unknown provider is daft as all hell – You are allowing any information of any sort from a foreign server which you haven't had experience with. You don't know their malicious intent or their security. If they get hacked, all the attacker has to do is fire attacks at that port to take you down on a miniDDoS or whatever.

### **Mail Senders & Receivers - Mailservers - Software**

**Description Of Risk:** Installing a mail server on a development or production system is a serious risk of attack and brute force malicious intent. Consistent security

changes, upkeep of your IP reputation and configuration issues are to name a few of the most common problems when running one.

**Simple Description:** Mail servers are used for hosting your own email for free instead of using a provider such as Google GSuite or Microsoft 365 but comes with an extensive list of drawbacks which can be explained in Jasmine's documentation.

**Issues:** <https://docs.jasmeowthecat.lgbt/books/self-hosted/page/mail-servers-why-shouldnt-i-install-one>

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