

JensleyHOST Terms & Conditions of Service

Last Modified—11/01/2004

All users of JensleyHOST's services, and all customers upon signing up for JensleyHOST's services, agree to comply with JensleyHOST's Terms & Conditions ("T&C"). The spirit of the T&C is to ensure customers are using JensleyHOST's services with due regard to the rights of other Internet users and in conformity with the requirements of JensleyHOST's network environment. The T&C are not exhaustive and JensleyHOST reserves the right to add, delete, or modify any provision of its T&C at any time without notice, effective upon either the posting of the modified T&C to www.JensleyHOST.com or notification of the modified T&C. Any complaints about a customer's violation of the T&C should be sent to abuse@jensleyhost.com. The T&C supersedes any other agreement with JensleyHOST, whether written, oral, by conduct, or otherwise. JensleyHOST' is a product of Jensley Limited, registered in England No:04964278 :VAT No: GB-843 9912 93, DUNS Number: 737056098

A. JensleyHOST Web Hosting & Reseller Customer Restrictions

B. JensleyHOST Dedicated Server Customer Restrictions

C. All JensleyHOST Customer Terms & Conditions

D. All JensleyHOST Customer Billing Policy

A. JensleyHOST Web Hosting & Reseller Customer Restrictions

The following Terms & Conditions apply only to JensleyHOST's Web Hosting and Reseller customers, and supplement the terms in sections C and D that apply to all JensleyHOST customers:

Server Resources

Any Web site that uses a high amount of server resources (such as, but not limited to, CPU time, memory usage, and network resources) will be given the option to either pay additional fees (which will depend on the resources required), reduce the resources used to an acceptable level, or upgrade its service to a Dedicated Server plan. JensleyHOST will be the sole arbiter of what is considered to be a high server usage level. All Web Hosting and Reseller accounts come with a limit of number of files per account. Each block of 5,000 files after the initial 5,000 will incur an additional charge of £9.95/month. Any Web Hosting and Reseller account deemed to be adversely affecting server performance or network integrity will be shut down without prior notice.

Spamming

Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming") is prohibited, regardless of whether or not it overloads a server or disrupts service to JensleyHOST's customers. The term "spamming" also includes, but is not limited to, maintaining an open SMTP policy, engaging in spamming using the service of another ISP or IPP and referencing in the spam a Web site hosted on a JensleyHOST server, and selling or distributing software (on a Web site residing on a JensleyHOST server) that facilitates spamming. Violators will be assessed a minimum fine of £200.00 and

will face immediate suspension. JensleyHOST reserves the right to determine, in its sole and absolute discretion, what constitutes a violation of this provision.

CGI Scripts

Any scripts that pose a potential security risk or are deemed to be adversely affecting server performance or network integrity will be shut down or will be automatically removed without prior notice. JensleyHOST does not permit CGI script sharing with domains not hosted by JensleyHOST or any scripts that may be abused for UCE purposes.

Chat Rooms

JensleyHOST does not allow Web Hosting and Reseller customers to install their own chat rooms. Chat rooms tend to require significant system resources and therefore cannot be permitted as an account option. However, for a small charge, JensleyHOST provides Java chat rooms that meet most users' needs and run without hindering system performance.

Background Running Programs and Cron Jobs

JensleyHOST may allow programs to run in the background. These programs will be considered on an individual basis and Web Hosting and Reseller customers will incur extra charges based on system resources used and operational maintenance needed. If you wish to run background programs please contact JensleyHOST at support@JensleyHOST.com so that we can arrange set-up.

IRC

JensleyHOST does not allow IRC or IRC bots to be operated by Web Hosting and Reseller customers.

Software Distribution

JensleyHOST's Web Hosting and Reseller accounts are not configured for the purposes of distributing software and/or multimedia products. If you wish to distribute software and/or multimedia files, please contact support@JensleyHOST.com to make special arrangements.

Multimedia Files

Multimedia files are defined as any graphics, audio, and video files. JensleyHOST Web Hosting and Reseller accounts are not to be used for the purposes of distributing and storing unusual amounts of multimedia files. Any Web site whose disk space usage for storing multimedia files exceeds 70% of its total usage, in terms of total size or number of files, will be considered to be using an unusual amount of multimedia files

Databases

Any database stored on JensleyHOST's Web Hosting and Reseller servers will be limited in size to 10% of the total disk space allotted for that particular domain's plan/web hosting account.

B. JensleyHOST Dedicated Server Customer Restrictions

The following Terms & Conditions apply only to JensleyHOST's Dedicated Server customers, and supplement the terms in sections C and D that apply to all JensleyHOST customers:

Customer Security Responsibilities

The customer is solely responsible for any breaches of security affecting servers under customer control. If a customer's server is involved in an attack on another server or system, it will be shut down and an immediate investigation will be launched to determine the cause/source of the attack. In such event, the customer is responsible for the cost to rectify any damage done to the customer's server and any other requirement affected by the security breach.

IRC

JensleyHOST allows Dedicated Server customers the use of IRC inside the JensleyHOST network as long as the use of IRC on a JensleyHOST server does not violate any of the other terms of these T&C. As a policy, JensleyHOST will not provide vanity IRC reverse DNS records. To enforce this policy JensleyHOST does not turn the reverse address of IPs over to the customer. Authority over this information remains with JensleyHOST.

Billing for Network Resources

The customer understands that the customer is responsible for paying for any network resources that are used to connect the customer's server to the Internet. The customer may request that the customer's server be disconnected from the Internet, but the customer will still be responsible for paying for any network resources used up to the point of suspension or cancellation.

C. All JensleyHOST Customer Terms & Conditions

The following Terms & Conditions apply to ALL JensleyHOST customers:

JensleyHOST Services

JensleyHOST's services include, but are not limited to:

- any act of preparing, setting up, connecting, maintaining, terminating, or reconnecting customers' account (including all billing data and the space on the particular Web server that JensleyHOST provides to customers);
- any use by customers, or any access provided to customers by JensleyHOST, of computing, telecommunications, software, information, hardware, and equipment;
- any act, or provision of any service, by JensleyHOST to customers, related to Web hosting and domain name registrations, JensleyLIVE (Live Support), including server usage and technical support), regardless of duration and whether paid for or not.

- any provision by JensleyHOST to customers, of any space, Internet connectivity, or electrical power.
- any access or use related to the JensleyHOST's Web site, including the Web site itself,
- any other service mentioned in the T&C
- any other service provided by JensleyHOST to customers, whether used or not;
- any other JensleyHOST services that are used by customers, whether offered or provided by JensleyHOST to customers.

Ownership of Web Site

The legal owner of customers' Web sites and accounts with JensleyHOST will be the individual or organization whose name is listed in JensleyHOST's database as the owner. Customers will fully cooperate with and abide by any and all of JensleyHOST's security measures and procedures in the event of any dispute over ownership of customers' Web sites and accounts with JensleyHOST.

Illegal Use

JensleyHOST 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, or that may directly facilitate the violation of any particular 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. Additionally, in purchasing JensleyHOST services, all JensleyHOST customers certify that they and/or the organization they represent in procuring services from JensleyHOST are not, nor have been designated, a suspected terrorist, are not owned or controlled by a 'suspected terrorist and are not on, are not a member of, related to, associated with, or controlled by any organizations on the list.

Spamming

Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming") is prohibited, regardless of whether or not it overloads a server or disrupts service to JensleyHOST's customers. The term "spamming" also includes, but is not limited to, maintaining an open SMTP policy, engaging in spamming using the service of another ISP or IPP and referencing in the spam a Web site hosted on a JensleyHOST server, and selling or distributing software (on a Web site residing on a JensleyHOST server) that facilitates spamming. Violators will be assessed a minimum fine of £200.00 and will face immediate suspension. JensleyHOST reserves the right to determine, in its sole and absolute discretion, what constitutes a violation of this provision.

System and Network Abuse

Violations of system or network security are prohibited and may result in criminal and civil liability. Examples of system or network security violations include, without limitation the following: unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network; interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

Viruses and Other Destructive Activities

Use of JensleyHOST's services or equipment for creating or sending Internet viruses, worms or Trojan horses, or for pinging, flooding or mail bombing, or engaging in denial of service attacks is prohibited. It is also prohibited for any customer to engage in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use JensleyHOST's services and equipment (or any connected network, system, service or equipment) or conduct their business over the Internet.

Copyright Violations

All JensleyHOST customers are subject to the requirements of the copyright law, Individuals or entities submitting notifications of copyright infringement by a JensleyHOST customer to JensleyHOST must follow the below procedures. Copyright infringement notifications submitted to JensleyHOST according to these procedures will be processed within 21 days of receipt, and justified customers may be subject to account termination at JensleyHOST's sole discretion.

Copyright Infringement Notification Requirements

Signature of the copyright owner or a person authorized to act on the copyright owner's behalf (the "Claimant").

Identification of the copyrighted work(s) claimed to have been infringed.

Identification of the material claimed to infringe the copyright(s), and enough information for JensleyHOST to locate it including URLs and specific descriptions of the infringing material at each URL.

The Claimant's name, address, and telephone number(s).

A statement that the Claimant has a good faith belief that use of the disputed material is not authorized by the copyright owner or his agent.

A statement, under penalty of perjury, that the information in the notification of copyright infringement is accurate and that the Claimant is authorized to act on behalf of the copyright owner.

Mail the notification to:

Jensley Limited (JensleyHOST)
405 Kings Road, Chelsea, London
SW10 0BB United Kingdom.

Adult Content

Pornography and sex-related merchandising are prohibited on JensleyHOST servers. 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.

Child Pornography

The use of JensleyHOST's services to store, post, display, transmit, advertise or otherwise make available child pornography is prohibited. JensleyHOST is required by law, and will, notify law enforcement agencies when it becomes aware of the presence of child pornography on, or being transmitted through, its services.

Privacy

JensleyHOST is concerned with the privacy of on-line communications and Web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, JensleyHOST urges its customers to assume that all of their on-line communications are insecure. JensleyHOST cannot take any responsibility for the security of information transmitted over JensleyHOST's facilities. Additional details on privacy and JensleyHOST's use of customer information can be found in JensleyHOST's Privacy Statement.

Customer Responsibility

Customers are required to use the JensleyHOST network responsibly. This includes respecting the other customers of JensleyHOST. JensleyHOST reserves the right to suspend and/or cancel service with any customer who uses the JensleyHOST network in such a way that adversely affects other JensleyHOST customers. While JensleyHOST may monitor its service electronically to determine that its facilities are operating satisfactorily, as a general practice, JensleyHOST does not monitor its customers' communications or activities to determine whether they are in compliance with the T&C. However, when JensleyHOST becomes aware of any violation of the T&C or other user agreements, JensleyHOST may take any action to stop or correct such violation, including, but not limited to, denying access to JensleyHOST's services and equipment or to the Internet. In addition, JensleyHOST may take action against a customer or a customer of such customer because of the activities of such customer. JensleyHOST anticipates that customers who offer Internet services will cooperate with JensleyHOST in any corrective or preventive action that JensleyHOST deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of JensleyHOST policy and JensleyHOST reserves the right to take any such action even though such action may affect other customers of the JensleyHOST customer.

Actions Taken by JensleyHOST

The failure by a customer to meet or follow any of the T&C is grounds for account deactivation. JensleyHOST will be the sole arbiter as to what constitutes a violation of the T&C. JensleyHOST reserves the right to remove any account without prior notice and to refuse service to anyone at any time. When JensleyHOST becomes aware of an alleged violation of its T&C, JensleyHOST will initiate an investigation. During the investigation, JensleyHOST may restrict a customer's access in order to prevent further potentially unauthorized activity. Depending on the severity of the violation, JensleyHOST may, at its sole discretion, restrict, suspend, or terminate a customer's Web hosting account and/or pursue other civil remedies. If such violation is a criminal offense, JensleyHOST will notify the appropriate law enforcement authorities of such violation. An unlisted activity may also be a violation of the T&C if it is illegal, irresponsible, or constitutes disruptive use of the Internet. JensleyHOST does not issue credits for outages incurred through service disablement resulting from T&C violations. Violators of the policy are responsible, without limitations, for the cost of labor to rectify any damage done to the operation of the network and business operations supported by the network, and to respond to complaints incurred by JensleyHOST.

Indemnification

JensleyHOST customers agree to protect, defend, hold harmless, and indemnify JensleyHOST, any third party entity related to JensleyHOST (including, without limitation, third party vendors), and JensleyHOST's executives, directors, officers, attorneys, managers, employees, consultants, contractors, agents, parent companies, subsidiaries, and co-subsidiaries with the same parent company as JensleyHOST, from and against any and all liabilities, losses, costs, judgments, damages, claims, or causes of actions, including, without limitation, any and all legal fees and expenses, arising out of or resulting in any from the customer's use of JensleyHOST's services.

Disclaimer

The JensleyHOST service is provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. JensleyHOST expressly disclaims any representation or warranty that the JensleyHOST service will be error-free, secure or uninterrupted. No oral advice or written information given by JensleyHOST, its employees, licensors or the like, will create a warrant, nor may you rely on any such information or advice. JensleyHOST and its partners and suppliers will not be liable for any cost or damage arising either directly or indirectly from any transaction or use of the service.

Termination for Bankruptcy or Insolvency

If a customer becomes insolvent or any bankruptcy petition is filed by the customer, or any third party against the customer, JensleyHOST may immediately terminate provision of JensleyHOST's services to the customer without prior notice or penalty. Such customer consents to the grant of relief from any automatic stay of proceedings against JensleyHOST in such event.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT, AND UNDER NO THEORY OF LAW OR EQUITY, WILL JensleyHOST (INCLUDING, WITHOUT LIMITATION, JensleyHOST'S EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, PARENT COMPANIES, SUBSIDIARIES, CO-SUBSIDIARIES WITH THE SAME PARENT COMPANY AS JensleyHOST, AFFILIATES, THIRD-PARTY PROVIDERS, MERCHANTS, LICENSORS, OR THE LIKE) OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING JensleyHOST'S SERVICES, BE LIABLE FOR THE LOSS OF A DOMAIN NAME, OR ANY BUSINESS OR PERSONAL LOSS, REVENUES DECREASE, EXPENSES INCREASE, COSTS OF SUBSTITUTE PRODUCTS AND/OR JensleyHOST SERVICES, OR ANY OTHER LOSS OR DAMAGE WHATSOEVER, OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF ANY USE OF, OR ANY INABILITY TO USE, ANY JensleyHOST SERVICES EVEN IF JensleyHOST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. JensleyHOST'S TOTAL CUMULATIVE LIABILITY, IF ANY, TO CUSTOMER, OR ANY THIRD PARTY, FOR ANY AND ALL DAMAGES, RELATED TO THE T&C OR JensleyHOST'S SERVICES, INCLUDING, WITHOUT LIMITATION, THOSE FROM ANY NEGLIGENCE, ANY ACT OR OMISSION BY JensleyHOST OR JensleyHOST'S REPRESENTATIVES, OR UNDER ANY OTHER THEORY OF LAW OR EQUITY, WILL BE LIMITED TO, AND WILL NOT EXCEED, THE ACTUAL DOLLAR AMOUNT PAID BY THE CUSTOMER FOR THE SERVICES WHICH GAVE RISE TO SUCH DAMAGES, LOSSES AND CAUSES OF ACTIONS DURING THE 3-MONTH PERIOD PRIOR TO THE DATE THE DAMAGE OR LOSS OCCURRED OR THE CAUSE OF ACTION AROSE.

Modifications

JensleyHOST may discontinue, upgrade, replace, modify, or change in any way, without limitation, any software, application, program, data, hardware, equipment, or portions or components thereof, used to provide customers with JensleyHOST's services. Certain changes to JensleyHOST's services may affect the operation of customers' personalized applications and content. Each customer is solely responsible, and JensleyHOST is not liable, for any and all such personalized applications and content, except as expressly agreed to by JensleyHOST.

Backup of Data

Except where JensleyHOST has expressly agreed in writing to the contrary, customers are solely and entirely responsible, and JensleyHOST is in NO way responsible, for the management and backup of all customer data, and all updates, upgrades, and patches to any software that customers use in connection with JensleyHOST services.

Third Party Licenses

JensleyHOST makes a reasonable effort to provide customers with technologies, developments, and innovations (collectively "Technologies"), part of which may be licensed, or co-branded, from or by, third party entities. However, JensleyHOST makes NO warranty of any kind, either express or implied, regarding the quality, accuracy, reliability, validity, or continued existence of any or all aspects of such Technologies. Moreover, JensleyHOST specifically disclaims all warranties of merchantability and fitness for a particular purpose for such Technologies. Furthermore, no customer will hold JensleyHOST liable in any way for the revocation of any license, which has been licensed to JensleyHOST. The use of the Technologies obtained from or through JensleyHOST, or any other referred third party, whether directly or indirectly, is at the sole risk of customers.

Non-JensleyHOST Products

Any mention of non-JensleyHOST products by JensleyHOST, its employees, or any third party entity related to JensleyHOST is for information purposes only and does not constitute an endorsement or recommendation by JensleyHOST. JensleyHOST disclaims any and all liabilities for any representation or warranty made by the vendors of such non-JensleyHOST products or services.

JensleyHOST's Intellectual Property

Customers will not, without JensleyHOST's express written consent, copy, reproduce, republish, or otherwise use any material, in whole or in part, that is located on JensleyHOST's Web site, and customers will not use any of JensleyHOST's trademarks, service marks, copyrighted materials, or other intellectual property without JensleyHOST's express written consent. Customers will not, in any way, misrepresent their relationship with JensleyHOST, attempt to pass themselves off as JensleyHOST, or claim that customers are JensleyHOST.

Assignment

Customers may not assign or delegate their rights or obligations under the T&C or other agreement for JensleyHOST's services, either in whole or in part, without the prior written consent of JensleyHOST.

Minimum Age Requirement

JensleyHOST customers must be at least 18 years of age. Any individual under the age of 18 years ("Minor") must have a parent or guardian accept the T&C in order for the Minor to become a JensleyHOST customer. A parent or guardian who accepts the T&C on behalf of a Minor will be primarily liable for ensuring complete and proper compliance with the T&C, including the timely and full payment of the charges for JensleyHOST services, and such primary liability will continue even when the Minor has attained the age of 18, unless the parent or guardian obtains JensleyHOST's express written consent to the contrary. Any acceptance of the T&C or any other agreement for JensleyHOST's services will be deemed null and void to the extent that JensleyHOST will not be liable in any way as a result of the Minor's age or legal incapacity or the Minor's use of JensleyHOST's services.

Governing Law and Severability

The T&C, and any other agreement for JensleyHOST services, will be governed by and construed in accordance with the laws of United Kingdom without reference to its conflicts of laws principles. Any litigation or arbitration between a customer and JensleyHOST will take place in England, and the customer will consent to personal jurisdiction and venue in that jurisdiction. If any provision or portion of the T&C or other JensleyHOST agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of the T&C or the agreement will continue in full force and effect.

Force Majeure

JensleyHOST will not be liable for delays in its performance of the T&C or JensleyHOST services caused by circumstances beyond JensleyHOST's reasonable control, including acts of God, wars, insurrection, civil commotions, riots, national disasters, earthquakes, strikes, fires, floods, water damage, explosions, shortages of labor or materials, labor disputes, transportation problems, accidents, embargoes, or governmental restrictions (collectively "Force Majeure"). JensleyHOST will make reasonable efforts to reduce to a minimum and mitigate the effect of any Force Majeure. Notwithstanding anything contained elsewhere herein, lack of finances will not be considered an event of Force Majeure nor will any event of Force Majeure suspend any obligation of customers for the payment of money due. Waiver and Amendment Any waiver, modification, or amendment of any provision of the T&C or other agreement for JensleyHOST services, initiated by a customer, will be effective only if accepted in writing and signed by an authorized representative of JensleyHOST.

Independent Contractors

Nothing in this Agreement will be construed as creating a partnership or relationship of employer and employee, principal and agent, partnership or joint venture between JensleyHOST and its customers. Each of JensleyHOST and its customers will be deemed an independent contractor at all times and will have no right or authority to assume or create any obligation on behalf of the other, except as may be expressly provided herein.

Construction and Interpretation

Wherever in this T&C the masculine, feminine, or neuter gender is used, it will be construed as including all genders, and wherever the singular is used, it will be deemed to include the plural and vice versa, where the context so requires. The division of the T&C into sections/paragraphs, and the insertion of headings/captions, are for convenience of reference only and will not affect the construction or interpretation of the T&C. Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party will not be applicable in the construction or interpretation of the T&C.

Complete Agreement and Exclusivity

The T&C, and/or any other specific agreement for JensleyHOST services, constitutes the complete understanding and agreement between JensleyHOST and its customers. Except when expressly agreed to the contrary in signed writing by an authorized representative of JensleyHOST, the T&C supersedes any other written (including digitized/computerized) agreement, oral agreement, and/or agreement by conduct. This T&C, and/or any other specific agreement for JensleyHOST services is between JensleyHOST and its customers only and will not confer any rights in any third party except as otherwise expressly provided by JensleyHOST.

D. All JensleyHOST Customer Billing Policy

The following Terms & Conditions constitute JensleyHOST's Billing Policy and apply to ALL JensleyHOST customers:

Payments

All charges are shown in Great Britain Pound Sterling (GBP). Payments are to be made in Pounds Sterling or converted to Pounds Sterling at JensleyHOST exchange rate. JensleyHOST accepts the following types of payment:

- UK Cheque, Postal Order or Money Order
- Credit Card and Debit Card
- Bank WireTransfer
- JensleyNET PAY and PayPal

All payments are due on the Account Statement Date. The Account Statement Date is the monthly anniversary of the date the account was activated. If you provide JensleyHOST your credit card information, you authorize JensleyHOST to automatically charge your credit or debit card for charges that apply to your account. Recurring charges will be posted to your credit card until such time that you cancel your account in accordance with JensleyHOST's Billing Policy in the T&C. Charges subsequent to your initial order will accumulate in your account until such charges exceed £9.95. JensleyHOST will then automatically charge your credit card on the next Account Statement Date. You are responsible for directly updating, or notifying JensleyHOST, of any changes to your credit card (including, but not limited to card number, expiration date, billing address, or card status).

Customers not paying by credit card agree to make payment of their balance due within ten (10) days of the Account Statement Date.

Accounts that are thirty (10) days past due will be automatically suspended. All past due and unpaid balances are subject to collection. In the event of collection, you will be liable for costs of collection including attorney's fees, court costs, and collection agency fees.

Billing Cycles (Terms)

JensleyHOST offers three Billing Cycles (terms) for hosting charges: Monthly, Quarterly (3 months) and Yearly (12 months). The Billing Cycle begins on the Plan Activation Date. Resellers are limited to the

monthly Billing Cycle for all of their charges. Non-credit card payment methods are limited to Annual or Quarterly Billing Cycles.

You may elect to change your Billing Cycle at any time; however, the new Billing Cycle will only take effect at the time of the next plan renewal.

All additional features added to an account are charged monthly. Additional items are non-refundable.

Account Renewals

In order to insure uninterrupted service to your website, all plans will automatically renew at the end of the plan's Billing Cycle. Plan renewal charges are based on the prevailing rate on the date of renewal according to the service selected. Plans are renewed for the same billing cycle. If you wish to cancel your plan before plan renewal, please refer to the Cancellation section below.

Statements

JensleyHOST does not mail paper invoices or statements. Statements can be viewed and printed through SiteControl. Customers may elect to receive their monthly account billing statement via email. This option may be selected in SiteControl.

Fees

Returned Cheque

JensleyHOST charges a £25.00 fee for returned Cheque. Customers that issue an uncleared Cheque will be required to submit future payments by Wire Transfer, certified Postal Order or Money Order.

Credit Card Chargebacks

A £25.00 chargeback fee will be assessed for each credit card chargeback received by JensleyHOST.

Bank Wire Payments

JensleyHOST does NOT charge fees for accepting payment via bank wire, however, international wire transfers may be assessed a £20.00 processing fee by an intermediary bank in New York. In addition, your issuing bank may also charge a fee for sending the wire. Please add these fees to the amount that you are sending to JensleyHOST or the amount credited to your account will be less than your intended payment.

Reactivation

Customers that wish to reactivate a suspended or closed account may be assessed a £15.00 reactivation fee. A £99.99 fee will be assessed if JensleyHOST restores your data files to your reactivated account.

Hosting Plan Changes

Customers electing to change to a lower priced hosting plan on the same platform will be charged a £19.95 downgrade fee. There is no upgrade fee for upgrading to a higher priced plan, however, you will be charged any difference between the setup fee applicable to your new and former plans.

Platform Change

Customers that elect to change plans to a different operating system platform will be charged a £19.95 platform change fee.

Account Splits and Mergers

JensleyHOST encourages customers to merge hosting plans contained in two or more accounts into one account. There is no fee for this service. Customers may also request that JensleyHOST separate one or more plans contained under one account into separate accounts. The fee for this service is £19.95 for each new account created and is charged to the new account. Please direct all requests for these services to: account@jensleyhost.com.

Cancellations

Hosting plans will automatically renew until a plan is cancelled. In order to cancel service, you must contact JensleyHOST's Customer Service Team, Monday through Friday, 9:00 A.M. to 5:00 P.M. GMT, at +44 20 70 600 501 or email: account@jensleyhost.com. JensleyHOST's customer service representatives will assist you with the cancellation process. Please be aware that there are no pro-rated refunds after the first 30 days of service. Non-UK customers may contact JensleyHOST's Billing Team via email at account@JensleyHOST.com.

Cancellation requests must be received by JensleyHOST a minimum of thirty (30) days prior to the end of your Billing Cycle for dedicated server plans and a minimum of ten (10) days prior to the end of your Billing Cycle for all other plans. Cancellations submitted later than this time may result in automatic renewal of your hosting plan. Cancellations become effective on the day processed by JensleyHOST. JensleyHOST is unable to cancel your account effective for a future date. JensleyHOST will confirm the cancellation request when it is processed. If you do not receive a confirmation, please contact JensleyHOST as soon as possible.

JensleyHOST does not monitor, and will not automatically cancel, plans for problems related to domain name transfers, non-usage, Internic, your ISP, or any other secondary issues not directly related to JensleyHOST's services. Cancellation of services does not relieve the customer from paying any outstanding balance owed on the account. JensleyHOST Corporation reserves the right to cancel any account, at any time, without notice, for any reason JensleyHOST Corporation considers appropriate.

30-Day Money Back Guarantee

Each of JensleyHOST's shared hosting plans carries a 30-day unconditional money back guarantee. If you are not completely satisfied with our services or support within the first 30 days, you will be given a full refund of the fees paid in advance (excluding setup fees if any) upon plan cancellation. The following services do not qualify for the 30 Day Money Back Guarantee: additional items and services; domain name registration; dedicated servers; items and services ordered through the reseller program; domain parking, and overage fees.

Refund Policy

Refunds are only available in accordance with the 30 Day Money Back Guarantee. Refunds will be provided in the same payment method of the original payment. There are no refunds offered or promised after 30 days all refund charges will be deducted from the available refund value.

Credit Card Disputes/Chargebacks

JensleyHOST has a zero tolerance policy for chargebacks. Any customer who disputes a credit card payment is subject to a fine, suspension and account termination at JensleyHOST's discretion. A charge of £25.00 per chargeback will be assessed to all accounts that receive a chargeback.

Billing/Price Changes

JensleyHOST's policies and prices are subject to change without notice. Any price changes become effective in the next billing cycle.