Policies

Refund and Billing

How we bill for Services, automatic renewals, our Anytime Money Back Guarantee, refunds, chargebacks, and website development refunds.

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1. Purpose

This is DanumHost, Limited's ("DanumHost", "we", or "our") Refund & Billing Policy. This Refund & Billing Policy discusses the ways in which we charge customers for use of the Services (as defined in the Terms of Service) and related questions about charges, refunds, and billing disputes. Capitalized terms used but not defined in this policy have the meaning given to them in our Terms of Services, located at: https://danumhost.co.uk/knowledgebase/.

2. Automatic Renewal

Package Renewal. AS SET FORTH IN OUR POLICIES, ALL HOSTING PLANS, CERTAIN PRODUCT ADDONS AND DOMAIN NAMES ARE SET TO AUTOMATICALLY RENEW ON THEIR RENEWAL DATE AFTER THE INITIAL TERM AND ANY RENEWAL TERMS TO PREVENT ANY DISRUPTION IN THE SERVICES. YOUR NEXT RENEWAL DATE IS LOCATED ON EVERY INVOICE AS WELL AS THE SERVICES AND DOMAINS SECTIONS OF THE CLIENT PORTAL.

Domain Name Renewal. Domain names are set to AUTOMATICALLY RENEW ten (10) days before the expiration date to ensure no disruptions occur since URLs will immediately redirect to a landing page if a domain expires. Please note that all payment methods that allow charges to be automatically applied will be charged ten (10) days before the domain's expiration date per the invoice. If your payment method of choice does not allow automatic payments to be applied, payment must be made manually on or before the invoice due date or the domain name may lapse. Should you want to pay using bank transfer then please let a member of the team know so we can monitor accounts to ensure payment has been received and that your domain name is still active.

Charges. The Due Date for Fees for renewed packages is the package renewal date.

Failure to Renew. Accounts that have invoices which are more than five (5) days overdue, will be suspended. If a suspended account is to be reactivated, all the overdue invoices will need to be paid to make it current before the suspension is lifted. Accounts that have invoices more than one (1) month overdue are considered abandoned and will be subject to termination.

3. Responsibility for Payment

You are responsible for all charges, costs, expenses, and other fees ("Fees") associated with your use of the Services once our Services are made available to you. Your first invoice is generated at the time you purchase the Services. An invoice for any Renewal Term is generated a minimum of seven (7) days prior to the first day of the Renewal Term ("Due Date") unless other arrangements have been made or a cancellation request has been submitted from the client portal. You are responsible for the fees and charges set out within the initial web portal invoice you pay on the Effective Date and any other invoice generated for a Renewal Term. If paying by credit card, PayPal Billing Agreement, or any other payment method capable of automatic charge, you will be charged

on the Due Date. New services, packages or domains that are ordered and unpaid after seven (7) days will be cancelled.

If the customer fails to pay for services given, DanumHost may assign unpaid late balances to a collection agency for appropriate action. You agree to reimburse DanumHost for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses, if legal action is necessary to collect payment on balances due. The customer may also have their account and related services suspended until full payment has been received by DanumHost Limited which includes all accounts owned by the client/customer.

Price Adjustments. To remain competitive, we occasionally make changes to our plans and pricing. To have your plan updated to current offerings please contact our billing team. We cannot go back and modify invoices that have already been paid but will be happy to modify your plan for new invoices. We will never increase prices by over 99%.

4. Anytime Money Back Guarantee

Under UK consumer law, you have a 14-day cooling-off period for online purchases. Certain Hosting Services carry an unconditional thirty (30) day satisfaction guarantee. To cancel your Hosting Services and receive a refund of our fees, you must contact us via the Client Portal within thirty (30) days from the Effective Date and a refund will be issued.

If you cancel after thirty (30) days from the Effective Date, you will be re-billed at the regular price of our Services (as opposed to any discounted price) and only the difference between the prepaid amount and the re-billed regular price will be refunded.

Refund requests received within one hundred twenty (120) days from the Effective Date will be issued via your usual payment method or placed in your account as available funds. Refunds are not offered for partial months of service. Accounts that are terminated due to violations of our Policies are not eligible for a refund.

All third-party fees, including domain registration fees, setup fees and migration fees, are non-refundable, non-negotiable, and excluded from our Anytime Money Back Guarantee.

For free domain registration promotions, the retail price of the domain will be deducted from any refund amount upon cancellation. You will retain the domain registration.

For packages or bundles which are paid annually, bi-annually or more is entitled to a full credit refund after the first 6 months have passed for the remaining time left on the account before renewal.

5. Refunds

Accounts that are terminated due to Terms of Service violations are not eligible for a refund. Domain registrations, setup fees and migration fees are not refundable. Service credits have no cash value and are extended at our discretion. Service credits expire if your account is fully terminated.

All refunds are subject to the terms of service for any third-party payment processor and those terms take precedence over the terms in the Terms of Services and our Policies. In the event we are unable to refund any fees or charges via the method of payment, we will use commercially reasonable efforts to return or credit the appropriate funds to you.

If you paid us by PayPal, we would take steps to refund the PayPal account. If you paid us through another payment processor, we would take steps to refund the appropriate fees through that payment processor. If the information we have on file for your account is not up to date, your refund may not be completed. Refund requests of payments made to DanumHost by bank transfer after one hundred twenty (120) days have passed on a credit card payment will be issued via PayPal only. If you cannot accept PayPal payments, you will not be eligible for a refund via other methods. DanumHost is not responsible for fees deducted from any refund processed by PayPal.

6. Service Credit Eligibility

Customers who at the time of the report of the claimed outage are not current on their invoices for the Services do not qualify for service Credits related to any outages.

Customers who have not paid their invoices on time more than three times in the 12 months preceding the claimed outage are not eligible for service credits.

To deliver a secure high-performance hosting environment, we utilize certain automated systems to limit malicious and resource-intensive activity. In some instances, non-malicious activity can appear to be malicious and trigger our systems, which may limit your ability to use our Services as set forth in Section 3(d)(iii) of the TOS. Such limitations may result in bandwidth throttling or suspension or termination of your account, in our sole discretion. In these situations, any interruption, suspension or change in the availability of the Services will not be considered downtime and will not be eligible for a service credit.

7. Payment Methods; Currencies

We accept payment via PayPal (PayPal account is not required for card payments) and bank transfer. By providing us with your account payment information, you give us consent to charge you on the Due Date of any invoices linked to the account. Please see our invoice for bank transfer banking information.

PayPal and Stripe may keep records of your payment details and automatically process the payment on the renewal date. These may be called payment subscriptions on the first invoice for the product payment and can be cancelled at any time to be paid manually. Refunds are available although please see section (4) and (5) for more information on what can be refunded.

8. Charges for Account Upgrades, Downgrades and Migrations

License. In connection with any data migration, you hereby authorize DanumHost to access your data for data migration purposes. Before requesting Services that may require a data migration to occur, you hereby agree to backup all your data on both the source and the target servers, as appropriate.

Upgrades. When upgrading to a higher-priced hosting plan, we will migrate your account to the new Service at price difference. The data centre migration fee is also waived if you choose to move to a new data centre during the upgrade process. Upgrade requests are processed and effective only after payment for the package price difference is paid.

Downgrades. When downgrading to a lower-priced plan, the difference between the amount of the current package price already paid over the new package price will be placed on the billing account as a service credit. Refunds will not be issued. Please contact the sales or billing department if considering an upgrade or downgrade

to determine what options are suitable and to discuss pricing.

Migrations from Other Hosts. All migration-related work is included as a Service for purposes of our Policies. All complementary migrations require the user to provide cPanel account credentials for their previous hosting environment. Clients who migrate from non-cPanel hosting environments may incur a charge determined by the migration team and assessed based on the complexity of the migration. Non-cPanel accounts may require account details to process the migration.

9. Billing Errors; Chargebacks

If you discover an error on your invoice, please notify us as soon as possible by submitting a ticket to our Billing Department at https://danumhost.co.uk/. We will honour invoice errors if we are notified of them within fourteen (14) days. If more than fourteen (14) days have elapsed, we may decline the refund request. If a refund is in order it will go onto your account as a service credit to be used on a future invoice. Service credits have no cash value.

If at any time you have questions or concerns regarding a charge from DanumHost, please submit a ticket at https://danumhost.co.uk/. Any received chargebacks will incur a fifty pounds (£50) investigation fee on the associated billing account and all services will be immediately suspended pending investigation. DanumHost may reject the future use of payment methods from an account for which a chargeback has been previously issued. Upon receipt of a chargeback or payment reversal, the account related to the payment may be suspended or terminated.

10. Website Development Refunds

a. Non-Refundable Deposit.

- Once the web development project has commenced, the initial 40% payment made is non-refundable. This fee covers preliminary consultations, project planning, and initial development work. Once development has commenced on a WAAS (Website as a Service) project, any payments made up to and including the minimum contract term are non-refundable. This includes costs associated with domain registration, migration, and renewal, as these services involve direct time and resources already committed to the project.

b. Final Payment and Website Deployment.

- Upon completion of the development phase and prior to pushing the website to the live domain, all remaining fees must be paid in full. The website will only be launched once full payment has been received.
- Any agreements to defer final payment must be documented and agreed upon in writing prior to the launch of the website.

c. Changes and Modifications.

- Any requests for changes or additional modifications post-launch may be subject to additional fees, which will be agreed upon in writing.

d. Cancellation Policy.

- If the project is cancelled before the development work has commenced, a full refund of any payments made will be issued.

- If the project is cancelled after the development work has commenced, the initial 40% payment will not be refunded, but any payments made beyond this amount will be refunded based on the amount of work completed.

e. Dispute Resolution.

- Any disputes regarding payment, refunds, or project deliverables will be addressed through formal negotiation, and if necessary, through mediation or arbitration.

f. Acceptance of Terms.

- By engaging in our web development services, you agree to the above terms and conditions regarding our refund policy.

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