

Refund & Billing Policy

1. Purpose

This is Hostyfile, (“Hostyfile”, “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 TOS) 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 TOS.

2. AUTOMATIC RENEWAL

a. Package Renewal. AS SET FORTH IN OUR POLICIES, **ALL HOSTING PLANS 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 INITIAL RENEWAL DATE WILL APPEAR ON THE CHECKOUT SCREEN WHEN YOU INITIALLY PURCHASE SERVICES. SUBSEQUENT RENEWAL DATES WILL BE LOCATED ON EVERY INVOICE YOU RECEIVE FROM HOSTYFILE AS WELL AS THE SERVICES AND DOMAINS SECTIONS OF THE CLIENT PORTAL. You will also be emailed an invoice for the renewal term at the email address in your account in advance of any renewal with the terms of the upcoming Renewal Term, including duration and price of such renewal.

b. Domain Name Renewal. Domain names are set to **AUTOMATICALLY RENEW** five (5) days before the expiration date to ensure no disruptions occur since URLs will immediately redirect to a landing page if a domain expires.

i. Please note that **all payment methods that allow charges to be automatically applied will be charged five (5) days before the domain’s expiration date per the invoice UNLESS YOU CANCEL MORE THAN two (2) days before the renewal date (which is seven (7) days before the extension of domain name service is effective.)** 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.

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

d. Failure to Renew. Accounts that have invoices which are more than fourteen (14) days overdue will be suspended. If a suspended account is to be reactivated, all of the overdue invoices will need to be paid to make it current before the suspension is lifted. Accounts that have invoices more than two months overdue are considered abandoned and will be subject to termination.

3. Responsibility for Payment

a. You are responsible for all charges, costs, expenses and other fees (the “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, which will include the duration and price of such renewal for any Renewal Term, is generated three (3) days prior to the first day of

the Renewal Term (the “Due Date”) unless other arrangements have been made or a cancellation request has been submitted from the client portal. The invoice will also be available in the “My Invoices” section of the Client Portal. You are responsible for the fees and charges set out within the emailed invoice you pay on the Effective Date and any other invoice generated for a Renewal Term. If paying by credit card, 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 canceled. In the event that the customer fails to pay for services given, Hostyfile may assign unpaid late balances to a collection agency for appropriate action. You agree to reimburse Hostyfile 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.

b. In the event that the customer fails to pay for Services given, Hostyfile may assign unpaid late balances to a collection agency for appropriate action. You agree to reimburse Hostyfile 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.

c. 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.

i. To remain competitive, we occasionally make changes to our plans and pricing for reasons that include, but are not limited to, fluctuations. No price changes will be effective without your consent in the middle of an initial term or any Renewal Term **but prices may change between Renewal Terms**. All price changes will be reflected in the emailed invoice sent to you before any Renewal Term begins.

ii. The charges, which may include an adjusted price after you consent to such adjustment OR a new Renewal Term starts, will be applied on the Due Date, as specified above. **YOU MUST CANCEL YOUR SUBSCRIPTION TO AVOID AN INVOICE TRIGGERING PAYMENT OF THE ADJUSTED PRICE BEING PROCESSED FOR A RENEWAL TERM.**

iii. You may also opt to change plans in the middle of a term or Renewal Term. We cannot go back and modify invoices that have already been paid but will be happy to modify your plan, and adjust prices for Services, for new invoices that have not yet been paid for any Renewal Term.

d. Cancellation or Consent to Mid-Term Price Changes. In the event a material change in our business or our supplier’s prices or services requires us to alter our Services offering to you in the middle of the initial or Renewal Term, we will provide you a notice specifying the proposed change(s) in reasonable detail. In the event of such material change(s) to the Services, including but not limited to a change to the duration of the then-current term, the scope or type of Services being offered or the price for such Services, you will have thirty (30) days from the date of such notice to either: (i) consent to the change(s) and accept the altered terms for the Services from the date of your consent or (ii) allow the Services to be terminated after the thirty (30) day period expires. If you do not consent to the changes and accept the altered scope within the thirty (30)

day time period, you acknowledge and agree that Hostyfile may terminate the Services before the end of the then-current term without further notice or consent.

4. Money Back Guarantee

a. 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.

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

5. Refunds

Accounts that are terminated due to Terms of Service violations are not eligible for a refund or any service credits. 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 at the earlier of your account expiring, being terminated, or twenty-four (24) months from the date it was issued.

a. 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 TOS 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.

b. If you paid us by credit card we will credit the card on file. If you paid us through another payment processor, we will 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.

6. Payment Methods; Currencies

a. We accept payment via Visa, MasterCard, EFT, check 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.

7. Charges for Account Upgrades, Downgrades and Migrations

a. *License.* In connection with any data migration, you hereby authorize Hostyfile 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 of your data on both the source and the target servers, as appropriate.

b. *Upgrades.* When upgrading to a higher-priced hosting plan, we will migrate your account to the new Service at no charge. The data center migration fee is also waived if you choose to move to a new data center during the upgrade process. Upgrade requests are processed and effective only after payment for the package price difference is paid.

c. *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 and a R500 downgrade migration fee may be charged. Please contact the sales or billing department if considering an upgrade or downgrade to determine what options are suitable and to discuss pricing.

d. Migrations From Other Hosts. All migration-related work is included as a Service for purposes of our Policies.

i. 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.

ii. Any such migrations Services are limited to thirty (30) gigabytes in size. Migrations that exceed thirty (30) gigabytes in size may be approved on a case-by-case basis upon Hostyfile's sole and absolute discretion. If the previous host does not provide cPanel access or if you would like our team to migrate more than 25 (twenty five) accounts, a migration fee may be assessed.

e. Other Migration Situations. Some clients have specific migration needs, depending on our migration workload, we may be able to accommodate those needs. In these cases, you may incur a charge determined by the migration team and assessed based on the complexity of the migration and your specific needs.

8. Billing Errors; Chargebacks

a. If you discover an error on your invoice please notify us as soon as possible by submitting a ticket. We will honor invoice errors as long as we are notified of them within ninety (90) days. If more than ninety (90) 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.

b. If at any time you have questions or concerns regarding a charge from Hostyfile, please contact us or submit a ticket. Hostyfile 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.