
TERMS OF SERVICE

BACKGROUND:

These Terms of Service, together with any and all other documents referred to herein, set out the terms under which you may use Our Platform to create, edit, and host User Sites. Please read these Terms of Service carefully and ensure that you understand them. You will be required to read and accept these Terms of Service in order to use Our Platform and create, edit, and host a User Site. If you do not agree to comply with and be bound by these Terms of Service, you will not be able to use Our Platform. These Terms of Service, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms of Service, unless the context otherwise requires, the following expressions have the following meanings:

“Account”	means an account required to access and/or use certain areas of Our Site including Our Platform;
“Content”	means any and all text, images, audio, video, scripts, code, software, databases, and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site (including, but not limited to, Our Platform);
“Contract”	means a contract for the purchase of a Subscription to use Our Platform, as explained in Clause 6;
“Data Protection Legislation”	means 1) unless and until EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations, and secondary legislation (as amended from time to time), in the UK and subsequently 2) any legislation which succeeds the GDPR;
“Platform”	means collectively the online facilities, tools, services, and information that We provide through Our Site for the creation, editing, and hosting of User Sites;
“Subscription”	means a subscription, order or invoice to Our Site providing access to Our Platform and or services.
“Subscription Confirmation”	means our acceptance and confirmation of your purchase of a Subscription;
“Subscription ID”	means the reference number for your Subscription;
“Third Party Service Provider”	means a third party providing a service that is offered to Users through Our Platform;
“User”	means a user of Our Site;
“User Content”	means any Content submitted by a User;

- “User Site”** means a website created by a User using Our Platform, which shall contain User Content and be hosted by Us; and
- “We/Us/Our”** means Just Simple Hosting sole trader registered in England, whose registered address is East Sussex, Fairlight, TN35 4ED.

2. Information About Us

- 2.1 Our Site(s) is owned and operated by Just Simple Hosting a registered sole trader in England, whose registered address is East Sussex, Fairlight, TN35 4ED.
- 2.2 Our Data Protection Officer is Adam Sullivan and can be contacted by email at adam.sullivan@jshosting.co.uk, by telephone on 07722927142.
- 2.3 We are regulated by Information Commissioner’s Office

3. Age Restrictions

Consumers may only use Our Platform and create User Sites if they are at least 16 years of age.

4. Access and Changes to Our Platform

- 4.1 Access to Our Platform and the creation, editing, and hosting of User Sites requires a Subscription. Upon purchasing a Subscription, Our Platform will be available to you, and your User Site(s) available, for the duration of that Subscription and any and all subsequent renewals.
- 4.2 We may from time to time make changes to Our Platform:
- 4.2.1 Minor changes may be required to make underlying technical alterations, for example, to fix an error or to address a security issue. We will inform you by email of any such changes (including, if applicable, anything that you need to do), however they will be unlikely to materially affect your use of Our Platform or the availability of your User Site(s);
- 4.2.2 Minor changes may be made to reflect changes in the law or other regulatory requirements. We will inform you by email of any such changes (including, if applicable, anything that you need to do), however they will be unlikely to materially affect your use of Our Platform or the availability of your User Site(s);
- 4.2.3 As detailed in our client portal (billing.jshosting.co.uk), We may or will continue to develop and improve Our Platform over time, in some cases making significant changes to it. You will be kept fully informed of any and all such changes.
- 4.3 We will always aim to ensure that Our Platform and your User Site(s) are available at all times. In certain limited cases, however, we may need to temporarily suspend availability to make certain changes outlined under sub-Clause 4.2. Unless we are responding to an emergency or an urgent issue, we will inform you in advance of any interruptions to availability. If we need to suspend Our Platform and/or the availability of your User Site(s) for 24 hours

or longer then we will add the corresponding time to the duration of your current Subscription period at no cost and or credit your account, rounded up to a full day in each case. If we need to suspend Our Platform and/or the availability of your User Site(s) for longer than 1 hours you may also have a right to cancel. Please refer to sub-Clause 15.4.5 for details.

5. Subscriptions, Pricing and Availability

- 5.1 We make all reasonable efforts to ensure that all descriptions of the services available from us (specifically, Our Platform, providing creation and editing tools, and hosting for User Sites) correspond to the actual services that will be provided and/or made available to you. Please note that sub-Clause 5.1 does not exclude our responsibility for mistakes due to negligence on our part and refers only to minor variations in our services, not to different services altogether.
- 5.2 Where appropriate, you may be required to select your required Subscription. Different types of Subscription provide access to different features on Our Platform. Please ensure that you select the appropriate Subscription when prompted.
- 5.3 We may from time to time change our prices. Changes in price will not affect any Subscription that you have already purchased but will apply to any subsequent renewal or new Subscription. We will inform you of any change in price at least one billing cycle before the change is due to take effect. If you do not agree to such a change, you may cancel the renewal of your Subscription.
- 5.4 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. Changes in price will not affect any Subscriptions that have already been purchased, but may affect renewals of Subscriptions.
- 5.5 All Subscription prices are checked by us when your purchase is processed. In the unlikely event that we have shown incorrect pricing information, we will contact you in writing before processing your purchase to ask you how you wish to proceed. We will not charge you or activate your Subscription until you respond. If we do not receive a response from you within 7 working days, we will treat your purchase as cancelled and notify you accordingly in writing.
- 5.6 If we discover an error in the price or description of your Subscription after your order is processed, we will inform you immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if this happens. If we inform you of such an error and you do wish to cancel the Contract, please refer to sub-Clause 15.4.3.
- 5.7 If the price of a Subscription that you have ordered changes between your orders being placed and us processing that order and taking payment, you will be charged the price shown on our site at the time of placing your order.
- 5.8 If the VAT rate changes between your order being placed and us taking payment, the amount of VAT payable will be automatically adjusted when taking payment. Subject to being a VAT Registered business.

6. Subscriptions – How Contracts Are Formed

- 6.1 You will be guided through the Subscription process when you make a purchase. Before confirming a purchase, you will be given the opportunity to

review your chosen Subscription and amend any errors in your order. Please ensure that you check carefully before confirming your purchase.

- 6.2 No part of Our Site, Our Platform, or any other material constitutes a contractual offer capable of acceptance. By purchasing a Subscription, you are making us a contractual offer that we may, at our sole discretion, accept. Our acceptance is indicated by us sending you a Subscription Confirmation by email. Only once we have sent you a Subscription Confirmation will there be a legally binding contract between us and you (“the Contract”).
- 6.3 Subscription Confirmations contain the following information:
 - 6.3.1 Your Subscription ID;
 - 6.3.2 Confirmation of your chosen Subscription including full details of the main characteristics and features of Our Platform available as part of that Subscription;
 - 6.3.3 Fully itemised pricing, including, where appropriate, taxes and other additional charges;
 - 6.3.4 The duration of your Subscription (including the start date, and the expiry and or renewal date;
 - 6.3.5 Confirmation of your acknowledgement that Our Platform will be made available to you immediately and that, if you are a consumer, you will lose your legal right to change your mind and cancel the Contract;
- 6.4 We can also provide a paper copy of your Subscription Confirmation on request. Administration fees may be applied at our discretion.
- 6.5 In the unlikely event that we do not accept or cannot fulfil your order for any reason, we will explain why in writing. No payment will be taken under normal circumstances. If we have taken payment any such sums will be refunded to you as soon as possible and in any event within 7 working days.
- 6.6 Any refunds under this Clause 6 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 6.7 Refunds under this Clause 6 will be made using the same payment method that you used when purchasing your Subscription unless you specifically request that we make a refund using a different method like account credit or [PayPal](#) refund.
- 6.8 Subject to the cancellation provisions in Clause 15, once you have confirmed your Subscription purchase, your Subscription cannot be changed until the end or renewal date of that Subscription. Changes made to an auto-renewing Subscription will take effect when the Subscription is renewed.
- 6.9 By purchasing a Subscription, you are expressly requesting that you wish access to Our Platform to be made available to you immediately (and will be required to acknowledge this). If you are a consumer, this will result in your right to cancel during the “cooling-off” period being lost. Please be aware that we do not offer any Subscriptions that do not begin immediately. For more details of cancellation, please refer to Clause 15.

7. Payment

- 7.1 Payment for Subscriptions must always be made in advance. Your chosen payment method will be charged when we process your order and send you a Subscription Confirmation (this usually occurs immediately and you will be shown a message confirming your payment).
- 7.2 We accept the following methods of payment:
 - 7.2.1 [PayPal](#) or [Direct Debit](#).
- 7.3 If you do not make any payment due to us on time, we may suspend your access to Our Platform after 7 days and the availability of your User Site(s). If you do not make payment within 14 day of our reminders, we may cancel the Contract and terminate the User Site(s). Any outstanding sums due to us will remain due and payable, a late fee of 10% will be applied if you do not make payment 3 days after the due date.
- 7.4 If you believe that we have charged you an incorrect amount, please contact us at billing@jshosting.co.uk as soon as reasonably possible to let us know.

8. Our Intellectual Property Rights and Licence

- 8.1 We grant you a limited, non-exclusive, revocable, worldwide, non-transferable licence to use Our Platform to create, edit, and host User Sites for personal (including research and private study) and business purposes, subject to these Terms of Service.
- 8.2 Subject to the licence granted to Us under sub-Clause 9.3, you retain the ownership of copyright and other intellectual property rights in your User Content (subject to any third party rights in that User Content and the terms of any licence under which you use such Content).
- 8.3 All other Content included in Our Platform (including all user-facing material, and all underlying material such as code, software, and databases) and the copyright and other intellectual property rights in that Content, unless specifically labelled otherwise, belongs to or has been licensed by us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 8.4 By accepting these Terms of Service, you hereby undertake:
 - 8.4.1 Not to copy, download or otherwise attempt to acquire any part of Our Platform;
 - 8.4.2 Not to disassemble, decompile or otherwise reverse engineer Our Platform;
 - 8.4.3 Not to allow or facilitate any use of Our Platform that would constitute a breach of these Terms of Service; and
 - 8.4.4 Not to embed or otherwise distribute Our Platform on any website, ftp server or similar.

9. User Sites and User Content

- 9.1 You agree that you will be solely responsible for any and all User Content that you upload to Our Platform and for any and all User Sites that you create using Our Platform. Specifically, you agree, represent and warrant that you have the right to create or upload the User Content and/or User Site and the

right to use all materials of which it is comprised and that it will not contravene any aspect of Our Acceptable Usage Policy, detailed in Clause 10.

- 9.2 You agree that you will be liable to us and will, to the fullest extent permissible by law, indemnify us for any breach of the warranties given by you under sub-Clause 9.1. You will be responsible for any loss or damage suffered by us as a result of such breach.
- 9.3 You (or your licensors, as appropriate) retain ownership of your User Content and User Site(s) and all intellectual property rights subsisting therein (except to the extent that a User Site incorporates Content belonging to us (including, but not limited to, that forming part of Our Platform)). By creating or uploading User Content and/or User Site, you grant Us an unconditional, non-exclusive, fully transferable, royalty-free, perpetual, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence the same for the purposes of operating and promoting Our Site and Platform and providing Our services.
- 9.4 If you wish to remove User Content or User Site(s), you may do so by suspending and or terminating your User Site(s). Removing User Content and User Sites also revokes the licence granted to us to use the same under sub-Clause 9.3. You acknowledge, however, that caching or references to your User Content and/or User Site(s) may not be made immediately unavailable (or may not be made unavailable at all where they are outside of our reasonable control).
- 9.5 We may reject, reclassify, or remove any User Content and/or User Sites created or uploaded using Our Platform where, in Our sole opinion, such User Content or User Sites violate Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the User Content or User Site(s) in question should be removed as a result.

10. Acceptable Usage Policy

- 10.1 You may only use Our Platform in a manner that is lawful and that complies with the provisions of this Clause 10. Specifically:
 - 10.1.1 You must ensure that you comply fully with any and all applicable local, national and international laws and/or regulations;
 - 10.1.2 You must not use Our Platform in any way, or for any purpose, that is unlawful or fraudulent;
 - 10.1.3 You must not use Our Platform or your User Site(s) for unauthorised mass-communications, commonly referred to as “spam” or “junk mail”;
 - 10.1.4 You must not use Our Platform to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software or any data of any kind; and
 - 10.1.5 You must not use Our Platform in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 10.2 The following types of User Content and/or User Site are not permitted on Our Platform and you must not create, submit, communicate, link to, or otherwise do anything that:

- 10.2.1 is sexually explicit;
 - 10.2.2 is obscene, deliberately offensive, hateful, or otherwise inflammatory;
 - 10.2.3 promotes violence;
 - 10.2.4 promotes or assists in any form of unlawful activity;
 - 10.2.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
 - 10.2.6 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 10.2.7 is calculated or otherwise likely to deceive;
 - 10.2.8 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that you do not have a right to;
 - 10.2.9 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 10.2);
 - 10.2.10 implies any form of affiliation with Us where none exists;
 - 10.2.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
 - 10.2.12 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 10.3 We reserve the right to suspend or terminate your Account, the availability of your User Site(s), and/or your access to Our Platform if you materially breach the provisions of this Clause 10 or any of the other provisions of these Terms of Service. Specifically, We may take one or more of the following actions:
- 10.3.1 Suspend, whether temporarily or permanently, your Account and/or your right to access Our Platform (for more details regarding such cancellation, please refer to sub-Clause 15.9);
 - 10.3.2 Remove any of your User Content and/or User Site(s) (or any part thereof) which violates this Acceptable Usage Policy;
 - 10.3.3 Issue you with a written warning;
 - 10.3.4 Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 - 10.3.5 Take further legal action against you as appropriate;
 - 10.3.6 Disclose such information to law enforcement authorities as required or as we deem reasonably necessary; and/or
 - 10.3.7 Any other actions which we deem reasonably appropriate (and lawful).
- 10.4 We hereby exclude any and all liability arising out of any actions (including, but not limited to, those set out above) that we may take in response to breaches of these Terms of Service.

11. Problems with Our Platform and Consumers' Legal Rights

- 11.1 If you have any questions or complaints regarding Our Platform or any other aspect of our service, please email Us at support@jshosting.co.uk or by using any of the methods provided on our [contact page](#).
- 11.2 If you are a consumer, you have certain legal rights under the Consumer Rights Act 2015 that may apply to Our Platform:
- 11.2.1 Any digital content provided by Us must be as described, fit for purpose, and of satisfactory quality. If digital content is faulty, you may be entitled to a repair or replacement. If a fault cannot be remedied, or has not been remedied within a reasonable time and without significant inconvenience to you, you may be entitled to a full or partial refund. If, as a result of Our failure to exercise reasonable care and skill, any digital content of which Our Platform is comprised (that is not User Content or any part of a User Site that is not Our Content) damages your device or other digital content belonging to you, you may be entitled to a repair or compensation.
- 11.2.2 Any services provided by Us must be provided with reasonable care and skill and in compliance with information provided by Us. If We fail to do so, you may be entitled to require Us to repeat or otherwise fix the problem or, if We cannot provide such a remedy, a full or partial refund.
- 11.2.3 For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.
- 11.3 Please note that We will not be liable under this Clause 11 if We informed you of the fault(s) or other problems with a particular part of Our Platform or service before you used it and it is that same issue that has now caused the problem (for example, if you are testing a pre-release alpha or beta version of a feature and We have warned you that it may contain faults that could harm your device or other digital content); if you are using Our Platform for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Platform for that purpose; or if the problem is the result of misuse or intentional or careless damage.
- 11.4 If there is a problem with Our Platform, please contact us at technical@jshosting.co.uk or visit the [contact page](#) on our Site to inform our technical team of the problem.
- 11.5 Refunds (whether full or partial) under this Clause 11 will be issued within 14 calendar days of the day on which we agree that you are entitled to the refund.
- 11.6 Refunds under this Clause 11 will be made using the same payment method that you used when purchasing your Subscription unless you specifically request that We make a refund using a different method.

12. Disclaimers

- 12.1 No part of Our Platform or any accompanying documentation (whether provided in electronic form or otherwise) constitutes advice on which you should rely and is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action relating to any aspect of our services.
- 12.2 Subject to your legal rights if you are a consumer (as summarised above in

Clause 11), insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Platform will meet your requirements, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.

- 12.3 We make reasonable efforts to ensure that the content contained within Our Platform is complete, accurate and up-to-date. We do not, however, make representations, warranties or guarantees (whether express or implied) that Our Platform (and the content therein) is complete, accurate or up-to-date.
- 12.4 We are not responsible for the content or accuracy, or for any opinions, views, or values expressed in any User Content or User Sites created, uploaded, or hosted using Our Platform. Any such opinions, views, or values are those of the relevant User, and do not reflect our opinions, views, or values in any way.
- 12.5 The following services on Our Platform are provided by Third Party Service Providers including, but not limited to:
 - 12.5.1 SSL Certificates - DigiCert.
 - 12.5.2 Domain Names – Enom
 - 12.5.3 Website Security – SitLock
 - 12.5.4 Website Backup – CodeGuard
- 12.6 We are not responsible for any aspect of any services provided by Third Party Service Providers, nor do we endorse those services in any way.
- 12.7 Your use of services provided by Third Party Service Providers shall be subject to the terms and conditions specific to those services. We will not be party to any contracts or agreements between you and Third Party Service Providers, nor will we be responsible for such transactions in any way.

13. Our Liability

- 13.1 If you are a consumer, we will be liable to you for any foreseeable loss or damage that is caused by us as a result of our breach of these Terms of Service or Our failure to exercise reasonable care and skill. Loss or damage is foreseeable if it is either obvious that it will occur or was contemplated by you and us when the Contract between us was formed.
- 13.2 If you are a business, to the fullest extent permissible by law, We accept no liability for any foreseeable loss in contract, tort (including negligence), for breach of statutory duty, or otherwise arising out of or in connection with the use of (or inability to use) Our Platform or the use of or reliance upon any Content (whether that Content is provided by Us or whether it is User Content) included in Our Platform.
- 13.3 To the fullest extent permissible by law, we accept no liability to consumers or businesses for loss or damage that is not foreseeable.
- 13.4 To the fullest extent permissible by law, we exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Platform or any Content (including User Content) included in Our Platform.
- 13.5 If you are a business, we accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential

loss or damage.

- 13.6 We exercise all reasonable skill and care to ensure that Our Platform is free from viruses and other malware. Subject to sub-Clause 11.2.1, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Platform (including the downloading of any Content (including User Content) from it) or any other website or service that We may provide a link to.
- 13.7 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Platform or any User Content or User Sites resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 13.8 Nothing in these Terms of Service excludes or restricts our liability in any situation where it would be unlawful for us to do so including fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of applicable consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

14. Viruses, Malware and Security

- 14.1 We exercise all reasonable skill and care to ensure that Our Platform is secure and free from viruses and other malware including, but not limited to, the scanning of any and all User Content for viruses and malware as it is uploaded. We do not, however, guarantee that Our Platform or any User Content or User Sites are secure or free from viruses or other malware and accept no liability in respect of the same, as detailed in sub-Clause 13.6.
- 14.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware and other internet security risks.
- 14.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Platform.
- 14.4 You must not attempt to gain unauthorised access to any part of Our Platform, the server on which Our Platform is stored, or any other server, computer, or database connected to Our Platform.
- 14.5 You must not attach Our Platform by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 14.6 By breaching the provisions of sub-Clauses 14.3 to 14.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and we will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Platform will cease immediately in the event of such a breach and, where applicable, your Account, User Content, and User Site(s) will be suspended and/or deleted.

15. Cancellation

- 15.1 Consumers (but not business customers) in the European Union have a legal right to a “cooling-off” period within which distance sales contracts (including those formed online) can be cancelled for any reason. This period, if applicable, begins once a contract is formed and ends at the end of 14 calendar days after that date.
- 15.2 Please note, however, that, as explained in sub-Clause 6.9, because access to Our Platform is made available immediately upon the purchase of a Subscription, the 14-day cooling-off period does not apply.
- 15.3 In lieu of the 14-day cooling-off period, We offer a limited short-term cancellation right to both consumers and business customer if you have purchased a Subscription by mistake or have allowed a Subscription to auto-renew when you did not want it to be renewed. Please contact us within 30 days of the start date of the Subscription at billing@jshosting.co.uk or go to our [support area](#).

Please note that this option is available only if you have not actively used Our Platform during the period of the Subscription that you wish to cancel. If we can trace any use of Our Platform to your Account during that period, you will not be able to cancel under this provision.

- 15.4 You may cancel at any time in the following limited circumstances and you may be entitled to a full or partial refund for services or digital content not provided:
- 15.4.1 We have incorrectly described Our Platform or it is faulty (please refer to Clause 11 for more details); or
 - 15.4.2 We have informed you of an upcoming change to Our Platform or to these Terms of Service that you do not agree to; or
 - 15.4.3 We have informed you of an error in the price or description of your Subscription or Our Platform and you do not wish to continue; or
 - 15.4.4 There is a risk that the availability of Our Platform and/or your User Site(s) may be significantly delayed due to events outside of Our control; or
 - 15.4.5 We have informed you that We have suspended, or are planning to suspend, availability of Our Platform and/or your User Site(s) for a period greater than 24 hours; or
 - 15.4.6 We have breached these Terms of Service or have in any way failed to comply with Our legal obligations to you.
- 15.5 Subject to sub-Clause 15.4, non-renewing Subscriptions cannot be cancelled. (This is also subject to the short-term right set out in sub-Clause 15.3). Auto-renewing Subscriptions can be cancelled at any time, however (also subject to sub-Clause 15.4 and to sub-Clause 15.3), no refunds can be provided and you will continue to have access to Our Platform, and your User Site(s) will remain available, for the duration of the remainder of the Subscription period you are currently in. Cancelling an auto-renewing Subscription only prevents it from being auto-renewed.
- 15.6 To cancel a Subscription for any reason, please inform us using one of the following methods:
- By support area at www.jshosting.co.uk/support.php
 - By email at billing@jshosting.co.uk;

In each case, providing Us with your name, address, email address, telephone number, and Subscription ID.

- 15.7 We may ask you why you have chosen to cancel your Subscription and may use any answers you provide to improve Our Platform in the future, however please note that you are under no obligation to provide any details if you do not wish to.
- 15.8 Any and all refunds due to you will be made no later than 14 calendar days after the date on which We acknowledge your cancellation. Refunds will be made to your original payment method unless you specifically request otherwise.
- 15.9 In certain limited circumstances; breach of our terms and conditions. We may cancel your Subscription and/or close your Account. All data will be deleted of the client / account and any data can be held at our discretion. If We take such action, you will be notified by email and We will provide an explanation for the cancellation and/or closure.
 - 15.9.1 If your Account is closed and your Subscription cancelled because you have breached these Terms of Service, you will not be entitled to a refund. If you believe we have closed your Account and cancelled your Subscription in error, please contact us at support@jshosting.co.uk.
 - 15.9.2 If your Account is closed and/or your Subscription is cancelled for any other reason, you will be refunded in full or the remaining balance of your Subscription. The refund will be calculated based upon the price of your Subscription being divided by the total number of days in the Subscription and multiplied by the number of whole days remaining until the end of the Subscription (or, in the case of auto-renewing Subscriptions, until the renewal date). Any and all refunds due to you will be made no later than 14 calendar days after the date on which the closure and/or cancellation becomes effective. Refunds will be made to your original payment method unless you specifically request otherwise.

16. Contacting Us

- 16.1 If you wish to contact us with general questions or complaints, you may contact us by email at support@jshosting.co.uk.
- 16.2 For matters relating Our Platform or your Subscription, please contact by email at billing@jshosting.co.uk.
- 16.3 For matters relating to cancellations, please contact us by email at billing@jshosting.co.uk or refer to the relevant Clauses above.

17. Complaints and Feedback

- 17.1 We always welcome feedback from our customers and, whilst we always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 17.2 All complaints are handled in accordance with our complaints handling policy and procedure.

17.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:

17.3.1 By email at support@jshosting.co.uk

18. Privacy and Cookies

The Use of Our Platform is also governed by Our Privacy Policy and Cookie Policy, available from <https://www.jshosting.co.uk/policies.php>.

19. How We Use Your Personal Information (Data Protection)

19.1 All personal information that we may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.

19.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy <https://www.jshosting.co.uk/policies.php>.

20. Data Protection and User Sites

20.1 Both Users and us shall comply with all requirements of the Data Protection Legislation. With respect to personal data hosted by us on behalf of a User, for the purposes of the Data Protection Legislation, the User is the data controller and we are the data processor (as defined in the Data Protection Legislation).

20.2 You must ensure that, with respect to your User Site(s) and any and all User Content, you have all necessary and appropriate consents and notices in place in order to enable the lawful transfer of personal data to us for hosting.

20.3 Any and all personal data processed by Us (as a data processor) on your behalf (as a data controller) in the course of providing our Platform and hosting your User Site(s) shall be processed in accordance with the terms of a separate Data Processing Agreement between Us and you, as per the requirements of the Data Protection Legislation.

21. Other Important Terms

21.1 We may transfer (assign) our obligations and rights under these Terms of Service (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by us in writing. Your rights under these Terms of Service (and the Contract) will not be affected and our obligations under these Terms of Service (and the Contract) will be transferred to the third party who will remain bound by them.

21.2 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Service.

21.3 If any of the provisions of these Terms of Service are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) shall be deemed severed from the remainder of these Terms of

Service. The remainder of these Terms of Service shall be valid and enforceable.

- 21.4 No failure or delay by us in exercising any of our rights under these Terms of Service means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Service means that We will waive any subsequent breach of the same or any other provision.
- 21.5 We may revise these Terms of Service from time to time in response to changes in relevant laws and other regulatory requirements. If we change these Terms of Service as they relate to your Subscription, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them (also see sub-Clause 15.4 above).

22. Law and Jurisdiction

- 22.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 22.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 22.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 22.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 22.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.