

# Creations by Xjuzr, Enterprises

## Web Hosting Services

### Virtual Server Billing Policies

The following billing policies are meant to clarify billing procedures and policies for virtual server accounts. The information provided here is a supplement to the Virtual Server Hosting Agreement, and in the event of any discrepancies, the information contained in the Virtual Server Hosting Agreement shall prevail.

#### 1.0 Account Payment

##### 1.1 Payment Via Credit Card

Creations by Xjuzr, Ent. accepts payments via MasterCard and Visa card. Usage of a credit card indicates authorization to cover all future recurring charges and additional fees with the credit card on file. Credit cards will be charged prior to services being rendered and seven (7) days prior to the renewal date for services. In the event of a charge back, Creations by Xjuzr, Ent. will immediately suspend all services to client until such time as full payment is received in addition to a \$25.00 charge back fee and a \$25.00 account enable fee.

##### 1.2 Other Payment Methods

Creations by Xjuzr, Ent. accepts payments by personal check, company check, and money order. All funds must be payable in US dollars. Creations by Xjuzr, Ent. does not accept international checks in foreign currencies. Payment for services by check must be received prior to renewal dates to avoid interruption of service.

##### 1.3 Returned Check Fee

In the event that a check is returned, service will be immediately suspended and customer will be sent a suspension e-mail allowing seven (7) days to rectify the situation. If within the seven (7) days the customer fails to pay all service fees, including a \$25.00 reactivation fee and a \$25.00 returned check fee, customer's account will be permanently cancelled. Such cancellation does not relieve client's obligation for payment under the terms of the hosting agreement. Cancellation includes the removal of all files on the account.

#### 2.0 Late/Non-Payment

##### 2.1 Accounts with Non-Usable Credit Cards

Credit cards on file are not usable when any of the following occur:

- The card has expired;
- The card declines the charges;
- The card is reported lost or stolen;
- The card is declared invalid.

Creations by Xjuzr, Ent. will charge the credit card on file seven (7) days in advance of the recurring billing date. If a credit card payment fails, the customer will be sent an e-mail notice allowing seven (7) days to rectify the situation either with a new payment method or by updating the credit card. The charge will be re-attempted on the recurring billing date. If the card still does not accept our charge and no other payment has been received by the recurring billing date, the account will be suspended without exception. The customer will have the option of reactivating the account after paying the full amount of the invoice due. An additional fee of \$25.00 will be assessed for reactivation. The reactivation fee is non-negotiable. Upon suspension of the account, Creations by Xjuzr, Ent. will send an e-mail suspension notice to customer. If payment, including reactivation fee, is not received within seven (7) days of the deactivation notice, the account will be permanently cancelled. This includes the removal of all files that may remain but does not alleviate client's payment obligations under the hosting agreement.

## **2.2. Late Check/Non-Payment**

If payment has not been received by the date of renewal of an account, the account will be suspended without exception. Upon suspension, Creations by Xjuzr, Ent. will send an e-mail suspension notice to customer. The customer will have the option of reactivating the account after paying the full amount of the invoice due. An additional fee of \$25.00 will be assessed for reactivation. The reactivation fee is non-negotiable. If payment, including reactivation fee, is not received within seven (7) days of account suspension, the account will be permanently cancelled. This includes the removal of all files that may remain, but does not alleviate client's payment obligations under the hosting agreement.

## **3.0 Refund Policy**

### **3.1. Refunds within the First 7 Days of Service**

If an account is cancelled within the first thirty (7) days of service, the customer will receive a full refund of all account fees, including set-up fees, provided:

- The account is not a resold account;
- The account has not been suspended for violations of the Acceptable Usage Policy or the Virtual Server Agreement;
- The account is on the monthly or quarterly payment plan (6 month, 12 month, and 24 month payment plans are not eligible for refunds under any circumstance).

Refunds will be credited to the credit card in which the charges were originally processed. Accounts paid by check or money order will receive a check via postal mail within sixty (60) days of cancellation.

### **3.2. No Refunds Outside of the First 7 Days**

Creations by Xjuzr, Ent. does not offer refunds for services after the initial seven (7) days of service.

## **4.0 Keeping Billing Information Current**

### **4.1. Updating your Billing Information**

You can update your billing information changes to Creations by Xjuzr, Ent. online at <http://cp.dsmwd.com:8080>. You may also fax an update to (515) 288-5526. Any fax must include the account name, account password, and signature of the account owner. Personal information may be changed via the customer's Personal Control Panel.

### **4.2. Out-of-Date Records**

Periodically it may become necessary for Creations by Xjuzr, Ent. to contact the customer. If the information provided to us is not current, it may lead to the customer failing to receive notices. The customer is solely responsible for keeping all personal and billing information current at all times.

Creations by Xjuzr, Ent. is not responsible for actions that are taken as a result of a customer's failure to respond to Creations by Xjuzr, Ent.'s notices.

## **5.0 Invoices and Statements**

### **5.1. On-Line**

Customer invoices and statements can be viewed on-line at anytime in the User Control Panel at <http://cp.dsmwd.com:8080>.

### **5.2. Postal Mail/Fax**

Customers may request Creations by Xjuzr, Ent. to send an invoice or statement via postal mail or fax. Creations by Xjuzr, Ent. will charge customer \$5.00 per invoice/statement sent in this manner.

## **6.0 Taxes**

### **6.1. Customer Liability**

Creations by Xjuzr, Ent. shall not be liable for any taxes or other fees to be paid in accordance with or related to purchases made from customer. Customer is solely responsible for all taxes and fees of any nature associated with Creations by Xjuzr, Ent.'s products and service.