

Terms and Conditions for ITJan.com

The following terms apply at ITJan.com as of 1 September 2015.

1. General

Subscribers to ITJan.com's products must be minimum 18 years of age.

1.1. Use of customer information

A webhotel subscription at ITJan.com includes automatic registration of the customer's name, address and e-mail in ITJan.com's mailing list. Customers who do not wish to be registered in this way must inform ITJan.com of this themselves.

1.2. Contact

Questions regarding support, sales and accounting are answered via support tickets in the client area, or e-mail within 48 hours, as far as this is possible. ITJan.com provides contact by telephone upon scheduled agreement via the support tickets.

1.3. Address information

Customers are required to inform ITJan.com of their current place of residence and email address. This is to be done via the Control Panel, on which address information can be changed.

1.4. Payment of subscriptions

Webhotel subscriptions are paid - regardless of subscription type - in advance for a period of 12 months. Payment in advance will not be refunded unless otherwise expressly stated elsewhere in these Terms and Conditions.

1.5. Terms of payment

All payments made online by the customer using Dankort, Eurocard, MasterCard, VISA, VISA Electron or JCB are free of any charges levied by ITJan.com. When sending an invoice by mail, ITJan.com reserves the right to charge a fee covering the costs. ITJan.com's products/services are specially adapted to the customer's requirements, who in return does not have the right to annul the contract. Terms of payment are without exception eight days in cash, unless special agreement has been reached. If the customer has not paid the amount due within ten days of the date of payment, interest will be payable (without prior notice) from the date of payment, in pursuance of current valid interest legislation. A EUR 12.00 reminder fee will also be charged per interest invoice. ITJan.com reserves the right to transfer claims to a third party, and ITJan.com can also annul the contract and delete the customer's domain/close the customer's webhotel with immediate effect on late payment should it so choose. When refunding any payment, ITJan.com reserves the right to debit an amount covering the bank-fees and administration costs concerning the refund.

1.6. Duration of subscription

A subscription is active until it is cancelled by one of the parties involved in pursuance of the above conditions.

1.7 Changes to subscriptions

A webhotel subscription can be changed to a higher-priced subscription type at any time. Any subscription fee already paid will be deducted from the price of the new subscription. Changes to a lower-priced subscription type can only be effected from the end of a subscription period, and only if the customer has given notice of this at least 60 days before the expiry of the current subscription period.

1.8. Transfer

In connection with the sale or other transfer of all or significant portions of ITJan.com's activities or assets, ITJan.com has the right wholly or partly to transfer to a third party the customer's subscription(s), as well as ITJan.com's rights and obligations according to the Terms and Conditions without the customer's consent.

1.9 Changes in conditions

ITJan.com's sales and delivery conditions can be changed at 45 days' notice.

1.10. Third party malfunctions and force majeure

Apart the above, ITJan.com cannot be held liable for damages when interruptions, malfunctions, damage etc. is out of ITJan.com's control. This includes lightning, flooding, fire, war, acts of terror, industrial action and lockouts (including

among ITJan.com's own staff), overloading of the Internet, malfunctions in other networks, third party malfunctions, system breakdowns, or other form of force majeure.

1.11. Venue and choice of law

Any disputes and discrepancies will be decided exclusively by the ordinary Danish courts and in pursuance of Danish law (with the exception of rules of Danish law pertaining to choice of law).

2. Subscription

An ITJan.com webhotel subscription provides access to the use of ITJan.com 's mail servers. All subscriptions include a given amount of e-mail accounts stated in the hosting subscription on the website. A ITJan.com web hotel subscription automatically gives the user the right to set up a website. The amount of disk space available depends on the type of subscription chosen. Subscription periods last for 12 months at a time.

30 days before a 12-month subscription period, the subscription is automatically prolonged, unless the subscription is cancelled as stated in section 1.6.

In relationships between consumer and retailer, a right of withdrawal exists by which the customer has the right of withdrawing an order until 14 days after placing the order but domains are unique and webhotels are individually manufactured and customized for the domain.

For a faster delivery of the product, ITJan.com will usually begin the manufacturing and customizing of the product as soon as the order is paid. By ordering, the customer accepts that any right of withdrawal will be dismissed as soon as ITJan.com has started processing the ordered product.

2.1 Use

Subscribers are not permitted to store large amounts of data on the server for free download or reading without prior agreement with ITJan.com. When using ITJan.com's hosting subscription, you shall be able to use your webhotel for backup and synchronisation of the files you have on your computer.

However, you may not exceed the size available on your webhotel. You will be able to see the amount of space you have used on your webhotel in your control panel. When you have used the amount of space available on your webhotel you will automatically receive an e-mail and you can consequently upgrade to a package with further space.

Illegal material is not permitted on any of ITJan.com 's servers, whether this be images, film clips, other types of files or link to unlawful photos or similar material. For example, unlawful material is, but not limited to, copyright protected material or other material you are not entitled to publish or store according to legislation. Nor is it permitted to store erotic, pornographic or other offensive material on servers owned by ITJan.com. It is entirely ITJan.com 's decision to determine whether material belongs to one or more of the above categories, and the company reserves the right to delete any such material at any time without notice. In the event of such material being deleted the customer cannot advance any claim against ITJan.com related to the deletion. Traffic allowed is stated in the packages on ITJan.com's website. However, traffic must be normal in nature and not disrupt that of other customers. If a customer's traffic disrupts that of others, ITJan.com reserves the right to close the customer's webhotel without notice and/or make a separate charge for the traffic. ITJan.com reserves the absolute right to decide whether or not traffic is excessive.

On closure of a webhotel, no refund will be made of any subscription paid in advance. Unwanted (spam) mail must not be sent from ITJan.com 's servers. In the event of transgression of this rule, ITJan.com reserves the right to inform the relevant authority and submit log details etc. to that authority. ITJan.com reserves the right to demand payment for time spent in relation to such information and its submission to the relevant authority.

2.2 Scripts

ITJan.com provides unlimited access to standard scripts and the use of other scripts. However, the use of other scripts is only permitted as long as it does not burden the servers to an unreasonable degree.

2.3. Operational reliability

ITJan.com reserves the right to limit/reduce the usage of products if required for operational or security reasons. For reasons of operation and security, ITJan.com also reserves the right to access customers' user data. In such event, the staff of ITJan.com will be subject to professional secrecy. All other access to user data requires the acceptance of the customer or a court order. Although the spam and virus filters placed at the disposal of customers minimize the risk of their receiving unwanted mails, ITJan.com does not guarantee that customers will not receive unwanted mail.

2.5. Responsibility

The customer's use of an ITJan.com subscription is entirely at his/her own risk. ITJan.com cannot be held responsible for the contents, including accuracy, lawfulness, completeness etc. of the information, which the customer receives or sends via the Internet. ITJan.com can therefore not be held responsible for losses - direct or indirect - immaterial violations or other circumstances that arise as a result of the use of information found on the Internet. ITJan.com cannot be held responsible for losses or other circumstances that may arise as a result of unavailability of access to services or information on the Internet, regardless of the reason for such unavailability. ITJan.com accepts no responsibility for any loss of personal data, including the loss or damage of installed software, etc. ITJan.com does not accept any responsibility for access gained by unauthorized persons to the customer's data or systems or damage incurred as a result of this. The customer is responsible for any costs related to orders placed for services via the Internet and the use of payment systems on the Internet. Exemptions of liability contained in these Terms and Conditions apply even in the event of gross negligence on the part of ITJan.com.

If any activities or criminal acts come to the notice of ITJan.com, regardless of the country the laws of which underlie the violation, the subscription will be immediately terminated and ITJan.com reserves the right to pass on all relevant information to the relevant authorities. ITJan.com also has the right to annul a subscription without notice with immediate effect and without compensation or reimbursement of any kind if the customer does not abide by these Terms and Conditions, if a party wastes or abuses resources available on the Internet, disrupts the functionality of the Internet, infringes netiquette valid at any given moment, e.g. by passing on information about other people's private affairs or in other ways inconveniencing other users of the Internet.

2.6. Cancellation of subscriptions

The customer can cancel a subscription at any time. Since the subscription period lasts for 12 months and is automatically prolonged 30 days before the end of each 12-month period, a cancellation must be received by ITJan.com 30 days before the 12-month subscription period, at the latest. The unused portion of any advance payment will not be refunded. If the cancellation is not sent to ITJan.com in time, the customer is obliged to pay the subscription fee for the following 12-month period. Cancellation is possible by contacting the ITJan.com Support.

Data from homepages and mail systems will generally be deleted seven days after termination of a subscription.

3. Domains

On ordering a domain, the buyer/cardholder must declare that the person registering accepts that use of the domain name does not violate the name or trademark rights of third parties or otherwise be considered to contravene legislation. Domain names are registered in the customer's own name and at the request of the customer. In this respect, ITJan.com acts as an intermediary. ITJan.com will inform the customer when the registration of the domain name has taken place. ITJan.com assumes no responsibilities for the domain name if it is transferred or cancelled, or if the webhotel is deleted. The domain name will be "registered with" / "redelegated to" ITJan.com's partners. These may be with domain registrars or directly with the individual domain administrator of the Top Level Domain concerned. At the end of each subscription period the customer will receive an invoice from ITJan.com for the annual domain fee, unless otherwise stated. This applies regardless of whether the domain is pointed to DNS servers at ITJan.com or someplace else. In the event of wrongly ordered domains (spelling mistakes, name errors or similar) the registration fee will not be repayable. ITJan.com will, however, endeavor to correct the domain name so long as registration has not yet taken place. If ITJan.com is responsible for submitting an erroneous order of a domain name, ITJan.com will either refund the registration fee or offer registration of the correct domain name. It is the customer's own responsibility to keep ITJan.com and possible top-level domain authorities updated regarding changes of address or other contact information.

3.1. Special conditions for the individual

Top Level Domains Special conditions for the individual top level domains may apply.

Use of .dk domains

The customer accepts that continued registration is conditional, among other things, on compliance with the current DIFO rules concerning the administration of domain names under the top level domain .dk, including the decisions made by the board of complaints set up by DIFO, cf. article 5 of the rules (cf. <http://www.dk-hostmaster.dk/>)

3.2. Domain Expiration Policy

Domain expiration notification:

Prior to the expiration of a gTLD, ITJan.com notifies the registrant of the domain twice with instructions for renewing the domain name. The first notice is sent via email approximately one month prior to expiration. The second notice is sent via email approximately one week prior to expiration.

Post-expiration notification:

If a domain registration is not renewed by the registrant, then within five days after the expiration, ITJan.com sends an additional expiration notice to the registrant of the domain with instructions for restoring the domain name.

Expiration notification content:

ITJan.com sends the notifications of expiration via email to the domain registrant. All relevant details regarding expiration date, domain renewal and recommended action, are clearly available by simply opening the notification email.

Redemption grace period

ITJan.com offers a redemption grace period of 30 days after the expiration of a gTLD. During the redemption grace period, DNS is disabled for the domain and the domain cannot be transferred. ITJan.com may restore the domain on request by the registrant of the domain during the redemption grace period. The fee to restore the domain is indicated in the ITJan.com price list.

This Domain Expiration Policy sets out ITJan.com's Expired Registration Recovery Procedure (ERRP) for gTLDs as requested by ICANN. Different domain expiration policies may apply to other TLDs.

3.3. Prices ITJan.com

Prices: <https://itjan.com/client-account/domainchecker/>

4. Special conditions for products and services

As an integrated part of your webhotel subscription, ITJan.com provides CPanel. Utilisation of CPanel shall take place in accordance with these business terms and conditions including, in particular, point 2.1. Via CPanel, users can synchronise and take backup of files on those devices the customer has installed the CPanel software. Copies of files are placed on ITJan.com's servers and they can be synchronised to those computers on which the customer access CPanel. Furthermore, the user shall have access to retrieve the files online directly via their website, [www."yourdomain.com/cpanel"](http://www.yourdomain.com/cpanel).