

General Billing

Infusion Software has adopted a billing policy all customers must comply with:

- All accounts are set up on a prepay basis. Payment must be received by Infusion Software before any product or services are activated. Accounts to be paid by check must prepay six months service in advance.
- All International clients must pay by credit card. Infusion Software will not accept international checks.
- Customers are responsible for keeping all credit card information current. All changes must be communicated to Infusion Software including changes to credit card type and expiration date, as well as a current e-mail address.
- All recurring charges are automatically generated, invoiced, and charged to the credit card on file according to contractual agreement. This includes monthly, quarterly and yearly charges.
- Charges are based on availability of products and services, not usage.
- Invoice and payment receipts are available to customers upon request.

Billing Period

Billing periods begin upon invoicing. Each customer is committed to the remaining term of the billing period and no refunds will be given. Customers are not required to use products or services during the period. Customers are free to close accounts at any time without any termination charges or fees. In event of cancellation, Infusion Software will not pro-rate any return for unused service and all outstanding invoices must be paid in full. For example, if a customer has an account paid monthly and decides to close it a few days after the last payment, no refund will be issued, whether in full or pro-rated. By using Infusion Software products and services, each customer understands and agrees to this billing period and understands that while no refund will be issued, customers are always free to keep accounts open for access for the full amount of time billed.

Billing Disputes

As a current or prior customer of Infusion Software, each customer agrees to provide Infusion Software 30 days to attempt settlement of any billing dispute before disputing with any third party, credit card company or bank. Infusion Software must be the first option in billing disputes. Should Infusion Software receive a chargeback or other reversed charge from a third party, credit card company or bank on the customer's behalf before Infusion Software has been given a chance to resolve the issue, Infusion Software has the right to collect on the rendered services and any fees associated with those disputes. Infusion Software charges a \$50.00 Chargeback Fee per chargeback should a credit card company be used as a first resort in a billing dispute.

Not all billing disputes may be settled to a customer's satisfaction. Once Infusion Software has been given first right to settle a billing dispute, a customer may then use any third party, credit card company or bank in an attempt to settle the dispute. However, Infusion Software still retains the right to collect on any rendered services or fees that are due. Should Infusion Software be unable to reverse any disputed amounts with a third party, credit-card company, or bank, Infusion Software will submit the full delinquent amount to a third party collection service.

Payment Methods

Infusion Software accepts payments via credit card, and occasionally check. Payment by check is on a per customer basis and must be agreed to by Infusion Software. Checks must be paid in US dollars and issued from a US bank. Infusion Software currently accepts American Express, MasterCard, Discover, and Visa credit cards.

Billing Cycle

- **Credit Card Billing:** All credit cards are automatically charged on the customer's specific billing cycle date. If the credit card is declined, Infusion Software will attempt to charge the card on file for 30 days.
- **Late Fee:** All accounts more than 30 days past due will be assessed a late fee. Three attempts to contact the customer will be made before any late fee is assessed.
- **Disabled:** All accounts 60 days past due will be disabled until balances are paid in full. When disabled, all access will be suspended and data will be unavailable.
- **Collections:** After an account is delinquent 90 days, it will be deactivated. Once deactivated, the customer will not be able to recover any files. The account record and delinquent balance may be passed on to a third party collection service.

Fees

- **Late Fee:** Infusion Software charges a \$15.00 late fee for invoices 30 days past due.
- **Chargebacks:** If a customer initiates a chargeback, either by mistake or fraudulently, Infusion Software will assess a \$50.00 processing fee for each individual chargeback. Once a chargeback has been received, Infusion Software will immediately suspend the account until the matter is resolved. If a chargeback against Infusion Software is performed by a customer to avoid payment (fraudulent chargeback), we will assess the \$50.00 fee and add it to the account total. This will then be turned over to a third party collection service.
- **Returned Checks:** Infusion Software charges a \$50.00 processing fee on all returned checks.
- **Collections Fee:** In the event an account is submitted to third party collections service, a \$15 processing fee will be assessed. This fee is in addition to any other fee previously assessed on the account.

Refunds

Refunds are only given on set-up fees and must fall within the scope of each customer's contract. Infusion Software will not issue any refunds outside the explicit terms of the agreement, whether in full or pro-rated. In other words, if a customer signs up and receives a 30 day money back guarantee, no refund will be given if cancellation takes place after the 30 days. All refunds will be made by company check within 30 days of receipt of cancellation.

Cancellations

Due to security concerns (such as fraudulent cancellations), all account cancellations **must** be done through an Infusion Software representative. E-mail, fax, or other media requests will not constitute acceptance of any cancellation. Only phone conversations with an Infusion Software representative will create a cancellation request. Each customer will receive an email confirmation upon the cancellation of the account. Customers are encouraged to keep records of all cancellation communication. Cancellations will take effect on the last day of the billing period in which the cancellation request was received.

Regarding cancellation:

- In the case of website hosting, if the customer transfers the website to another host or no longer uses the service, it is important to understand Infusion Software has no way of knowing this and it will not constitute account cancellation. Infusion Software must be explicitly informed of every cancellation request.
- Closing an account with Infusion Software cannot be done by simply canceling the credit card. Infusion Software will continue to treat this as an open account and send it through our billing cycle. The end result is a past due account that will be turned over to a third party collection service. It is imperative that account cancellation is done by contacting an Infusion Software representative to ensure account closure.

- Cancellation of an account does not necessarily close that account. Any account balance past due or delinquent must be settled before closing of an account is possible. All cancelled accounts with an outstanding balance are automatically turned over to a third party collection service.

For any questions or concerns about our Billing Policy, please contact Infusion Software.