

THE OLD STATE HOUSE OF DEVELOPMENT & DESIGN BILLING & REFUND POLICY

PURPOSE OF THIS DOCUMENT:

This billing policy document ("Billing Policy") describes The Old State House of Development & Design's ("TOS") current development & design and web site hosting Billing Policy. The terms of this Billing Policy may be incorporated by reference into one or more agreements between TOS and end users of any TOS product and, if so incorporated, constitute material terms of payment. TOS may change this Billing Policy from time to time, provided that revised terms will not be binding against an existing Customer with respect to activities pre-dating the effective date of a Billing Policy change or the date on which a new or revised Service Term is effective, whichever occurs first. Unless defined in this Billing Policy, capitalized terms used below shall have the meanings given in the applicable agreement.

DESIGN & DEVELOPMENT PRICING & REFUND POLICY:

TOS's three phase pricing and refund policy for any and all services including design, development, SEO/SEM, hosting and consulting services:

FIRST PHASE (PLANNING): An initial deposit of THIRTY PER CENT (30%) of the initial proposed project price (the "Initial Project Deposit") as determined and presented by TOS to the Customer must be paid before TOS begins any work on the Project. THE INITIAL PROJECT DEPOSIT IS NON-REFUNDABLE. The final total price of the project (the "Total Project Price") may be increased or decreased based upon TOS's continuing evaluation of the project and will be presented to the Customer for final approval at the conclusion of the Planning Phase. In the case a client chooses to pay full project cost in one payment any such payment will fall under the FIRST PHASE refund terms and is NON-REFUNDABLE.

SECOND PHASE (DESIGN DEVELOPMENT & APPROVAL): Depending upon the scope of the Project, and at the sole discretion of TOS, the Customer shall be responsible for payment to TOS in one of the following scenarios during the remainder of the Project:

- 1) Upon completion of the First Phase of the Project and determination of the Total Project Price, the Initial Project Deposit shall be credited against the Total Project Price resulting in the Project Cost Balance. Upon completion of the Second Phase of the Project, 50% of the Project Balance shall be due and payable to TOS. Receipt of this first 50% payment must be made before TOS will begin the Third Phase of the Project.
- 2) Upon completion of the First Phase of the Project and determination of the Total Project Price, the Initial Project Deposit shall be credited against the Total Project Price resulting in the Project Cost Balance. The Project Cost Balance shall be divided equally by the number of months reflected in the Project Duration section of the Scope of Work presented by TOS less the number of months

allocated to the First Phase of the Project resulting in the Monthly Project Installment Amount. Thereafter, payment of the Monthly Project Installment Amount is due and payable to TOS on or before the first day of each successive month following the month in which the First Phase of the Project was completed, and so on through completion of the Second & Third Phases of the Project.

THIRD PHASE (CONSTRUCTION COMPLETION / PRE-LAUNCH): Upon final completion and approval of the Project's design and development, and prior to launch of the finished product, payment in full of any remaining unpaid Monthly Project Installment Amounts must be received by TOS. Upon receipt of payment in full of any and all outstanding balances due to TOS, TOS shall launch the finished product.

REFUND POLICY: After initial retainer payment is received, If within the first ninety (90) days of the First Phase of the Project the Customer provides TOS with five (5) days written notice of termination of the Project, TOS shall immediately cease work on the Project. At that time, TOS will provide the Customer with a detailed statement reflecting the work performed since the date TOS started work on the Project. TOS will then deduct the cost of the work performed since the date TOS started work on the Project, including a 5% termination fee, and then refund the remaining balance of the Initial Project Installment, if any, to the Customer. In the event cost of the work performed since the date TOS started work on the Project totals an amount greater than the Initial Project Installment, the Customer will be provided with a final statement of account outlining (i) the amount of the Initial Project Installment, (ii) all work performed since the date TOS started work on the Project and the cost thereof, and (iii) the balance due and payable to TOS within ten (10) business days from the date of termination of the Project, including a 5% termination fee. If after the initial ninety (90) day period after retainer payment is received no written notice to terminate a project is received by The Old State THE INITIAL PROJECT DEPOSIT IS NON-REFUNDABLE.

If at any time during the Second or Third Phase of the Project the Customer provides TOS with thirty (30) days written notice of termination of the Project to TOS, TOS shall immediately cease work on the Project. At that time, TOS will provide the Customer with a detailed statement reflecting the work performed since the date of the most recently paid Monthly Project Installment. TOS will then deduct the cost of the work performed since the date of the most recently paid Monthly Project Installment from said Monthly Project Installment, including a 5% termination fee, and then refund the remaining balance of said Monthly Project Installment, if any, to the Customer. In the event cost of the work performed since the date of the most recently paid Monthly Project Installment totals an amount greater than the amount of the most recently paid Monthly Project Installment, the Customer will be provided with a final statement of account outlining (i) the amount of the most recently paid Monthly Project Installment, (ii) all work performed since the date of the most recently paid Monthly Project Installment and the cost thereof, and (iii) the balance due and payable to TOS within ten

(10) business days from the date of termination of the Project, including a 5% termination fee.

WEB SITE HOSTING PRICING & REFUND POLICY:

TOS's pricing plan is based upon a monthly usage basis calculated by measuring site traffic and disk space usage ("Usage"). Customers are required to establish a Web Hosting Account with a valid credit card. Each Customer will select a monthly billing plan consisting of a Base Fee and a Usage Fee (for current TOS monthly Usage billing plans, see Our Hosting Plans). Customers will be provided with a monthly Usage and billing statement reflecting the Customer's previous month's Usage and total charges therefor. In the event a Customer exceeds its chosen Hosting Plan in any given month, overage charges as outlined in Our Hosting Plans. If a Customer exceeds its chose Hosting Plan two (2) or more months in a consecutive six (6) month period, then the Customer will be automatically assigned to the next higher Hosting Plan.

As long as you remain a customer in good standing, all of your information will be preserved on the TOS site. Once you close your account, all of your information and data will be removed from the site, and you will be charged for only the services consumed and for your outstanding Service Term obligations, if applicable.

BILLING CYCLES:

Each TOS Products billing cycle lasts one month. Your first bill covers the period from the day you create your Web Hosting Account through the end of the current billing cycle. If such a period is less than a full month, all charges that appear on your first bill are pro-rated accordingly.

Subsequent changes of Hosting Plans are also billed in a pro-rated manner based on the monthly cycle.

Credit cards are automatically charged on the last day of the billing cycle.

PAYMET METHODS:

Customers are required to use a credit card to pay their monthly bill. TOS accepts VISA, and MasterCard. Your credit card is tied to the Billing Account. To use a different credit card for each site, you must create separate Billing Accounts for each one.

CHANGING CREDIT CARDS:

You can update your billing preferences in My Billing with new credit card information at any time if you wish to switch credit cards. However, if you want the change to be effective for the current billing cycle, you need to make the change at least ten (10) working days before the cycle ends.

To update your billing preferences, log in and go to My Billing, then click the edit icon for the account you want to update.

CHANGING YOUR HOSTING PLAN:

At any time you may upgrade your account's Hosting Plan.

CLOSING AN ACCOUNT:

To discontinue billing for an account, you must close it. In the event a Customer wishes to terminate its Web Hosting Account, the Customer must provide a minimum thirty (30) written days' notice of termination. Unless the 30th day following the date the Customer's written notice was received by TOS falls on the last day of the Customer's billing period, the Customer's credit card shall be charged a pro-rated amount for the days of the billing period falling within the 30 day termination notice period. In the event a charge to a Customer's credit card under the terms of the Hosting Plan, then the Customer will be subject to a 10% failed payment fee and, unless the Customer's Account is brought current, plus the 10% failed payment fee, within three (3) days from the date of the failed payment, the Customer's Account shall be placed in Not In Good Standing Status and the Account shall be placed on Probation. See below for more details related to Account Probation.

DEFINITIONS:

Billing Account

A *billing account* is the central grouping of payment information and payment responsibility. Each site can only be paid for by a single billing account, although multiple sites can be rolled up under a single account. The payment information in the Billing Account includes:

- Billing Contact
- Pricing plan: The Plan, including term length and plan size, are tied to the account.
- Payment method

Billing accounts are managed by their owner(s).

Each billing account may subscribe to only one of the Hosting Plans at a time.

Billing Contact

The *Billing Contact* is the person, department or entity (e.g. Accounts Payable) responsible for paying the bills. The Billing Contact will receive all bills and billing related notices, including emails regarding account status, probation and overdue notices.

The Billing Contact's information consists of a set of required information, including: contact name, address, phone, and email. This information is provided by the Account Owner when creating a Billing Account, and may be edited at any time.

There can only be a single Billing Contact per account, although the same billing contact information may be reused for multiple accounts.

Account Owner

An *Account Owner* is Customer who can administer a Billing Account. Account Owners can:

- manage an account's Owner list;

- manage the account(s) they own (i.e. modify the Billing Contact, pricing plan, and payment method);
- reassign a site to a different account;
- view charges for each site paid for by the account(s) they own; and
- delete any site paid for by the account(s) they own.

The account-creator is the initial owner of the account. Account Owners will be sent the same account status emails as Billing Contacts.

Additional Owners may be added to an account, and owners may also be removed from account.

Site Administrator

Site Administrators can administer and manage all aspects of the Site. As Product Administrator, you can delegate site administration to other Users of that Site by adding them to the "Site Administrators" group. Users in this group can:

- see the Site User list
- modify the Site User list
- set and reset passwords
- create groups

The Creator is the initial Owner and Product Administrator for the Product.

Account Probation

Accounts that are not in good standing will be placed on probation. If no action is taken by the Account Owners, the account may be locked and/or deleted. Typically, an account is placed on probation if payment is overdue. Account Owners and Billing Contacts for accounts that are on probation will receive warning emails on the account status. Accounts are taken off of probation as soon as appropriate action is taken.

Some of the typical probation states are:

- *Invalid Credit Card*: If the credit card you provided is invalid, the account will be placed on probation. A credit card may be invalid if your card is expired, your card is overdrawn, or you have not yet entered a credit card number. To get yourself out of the "invalid credit card" state, simply enter valid credit card information into your Billing Preferences. If the card has expired or is overdrawn, and you've corrected the problem and want to keep using the current card, call the TOS Finance department.
- *Payment Overdue*: If your bill has not been paid by the due date on the bill for any reason, your account will be placed on probation. If your account is grossly overdue, your account and all site hosting being paid for by the account will be locked and eventually deleted. While the sites are locked, you will not be able to access them, and

once the account is deleted, all data and account information cannot be recovered.
Payment in a timely manner will get you out of this state.