

## **MemberClicks Billing Policy**

Version 2.1

### **1. General Billing Policies:**

- 1.1 Monthly invoices for the current month's services go out between the 13th and 15th of that month and will be dated the 15th.
- 1.2 Invoices are sent via email only. The default format for invoices is PDF. Should a customer have difficulty viewing this, they can request to have the invoice sent in HTML format as their default method. We do not mail or fax invoices.
- 1.3 Payment terms are NET20, unless otherwise noted.
- 1.4 Customers who have credit cards on file will have their card charged on or after the 15th of month and will still receive a monthly invoice as a receipt. Your invoice terms will indicate CREDIT CARD.
- 1.5 Invoices for other charges such as new service setup fees, prorated fees for new services, support charges for edits, updates and other work are billed when the work has been completed and is due Net20 from the invoice date (unless a credit card is on file, in which case the card will be charged).
- 1.6 Services that are activated on or before the 14th of each month are not prorated. The setup fee(s) will be invoiced on the actual start date. The monthly fee(s) for the service(s) will be invoiced on the regular monthly service invoice.
- 1.7 Services that are activated on or after the 15 of each month are prorated (with the exception of Verisign PPS). The setup fee(s) and the prorated amount for the service(s) for the remainder of the month will be billed when the service is activated.
- 1.8 It is the customer's responsibility to keep current the billing email address that is on file for whom is responsible for paying invoices.
- 1.9 Payment may be made by check, Visa, Mastercard, American Express and Discover.
- 1.10 Payment remittance address is: MemberClicks, P.O. Box 18743, Huntsville, AL 35804-8743.
- 1.11 MemberClicks is under no obligation to contact customers of new pricing options and incentives. Customers are encouraged to visit [www.memberclicks.com](http://www.memberclicks.com) often for the latest news and offerings.
- 1.12 Prices are subject to change with 30 days notice to customers via email.
- 1.13 Billing procedures and policies are subject to change at the discretion of MemberClicks.
- 1.14 This Addendum is only a part of the entire Agreement between Client and MemberClicks. The Agreement consists of the General Terms and Conditions, along with the General Billing Policies, the Order Form, and any applicable Addendum. Any term not otherwise defined in this Addendum shall have the meaning specified in the Agreement.

### **2. Mothership:**

- 2.1 The initial setup fee is based on the number of profiles that are in Mothership when you go live with the service. If you have profiles in Mothership that you do not want your billing based on, they must be deleted by you or your creation contact before you make the decision to subscribe to the service.
- 2.2 Should your daily average number of profiles exceed or fall below what you were invoiced in the previous month your next invoice will bill or credit you the difference.
- 2.3 Your monthly fee for Mothership is subject to change to a new price tier based on two consecutive months of your daily average number of profiles exceeding or falling below your current billed range.
- 2.4 Subscription to Mothership includes two batch updates per calendar month. Files must be provided in the format as defined by MemberClicks (contact support for documentation). Files not provided in the proper format will be returned to the customer.
- 2.5 If more than two updates are done in a calendar month, a charge of \$75.00 per update will be invoiced.
- 2.6 If you pay the setup fee in installments, the maximum number of months offered is six months. Installment plans are only available on setup fees of \$300 or greater. By participating in the interest-free installment plan, you are committing to an equal number of months of service. No discounts can be combined with this offer.
- 2.7 We do not bill customers in advance for service(s) (i.e. quarterly, semi-annual, or annually). Customers who wish to receive available monthly discounts on their Mothership service may sign a term contract. Customers who enter into a signed term contract will be invoiced monthly and the appropriate discount will be reflected on each invoice. Upon renewal, a new signed contract will have to be completed to continue to receive any currently offered discounts. (Note: A credit card can be placed on file to handle all charges.) For clients who have previously prepaid for services before May 17, 2004, the following terms apply:
  - 2.7.1 If you elected to prepay for Mothership other than being invoiced monthly and at anytime your daily average number of profiles exceeds your current prepaid range, you will be billed the difference in fee for that month, with terms Net20, unless a credit card is on file. Fees are not refundable for periods in which you have fewer profiles than what you were billed.
  - 2.7.2 If you have prepaid for Mothership and incur fax charges, you will be billed monthly for such.
  - 2.7.3 Prepaid terms are non-refundable.
  - 2.7.4 Prepaid fees for Mothership only lock in the current pricing schedule for the term of the prepaid period. You may move in that schedule due to an increase in profiles during your prepaid term and thus be billed the difference. Maximum prepaid term is 12 months.

### **3. Quick Forms**

- 3.1 For Quick Forms that are billed the Submission (Transaction) fee rate, which have incurred any Submission (Transaction) fees, these additional fees will be billed in arrears on the regular monthly invoice.

### **4. Canceling Services**

- 4.1 Advance notice is not required to cancel your service(s). Nor do we accept advance reservations or schedule in advance to cancel your service.

4.2 To cancel service(s), an email must be sent to support@memberclicks.com indicating specifically which service(s) that you desire to cancel. Once this request is received, the service(s) will be taken offline (usually same day). You may choose to call Client Support, though an email will still be required to complete your request.

4.3 We do not prorate fees for services cancelled on or after the 15th of the month. Service(s) that are cancelled on or before the 14th of the month will be prorated. An invoice will be sent at the time of cancellation for the service(s) that are being cancelled. All other charges that may have a delay in being invoiced, such as Quick Form Submission (transaction) fees and fax charges will remain the responsibility of the customer requesting cancellation and will be billed on the next monthly invoice.

#### **5. Past Due / Delinquent Accounts**

5.1 Late payments will incur a \$5.00 late fee plus additional finance charges of 1.5% per month (annual rate 18%).

5.2 Once an account is in any level of suspension, Client will lose Client Support privileges and no data from any services will be released until the account balance is brought up to date.

5.3 Accounts that become past due more than 30 days are subject to having all administrator rights removed from all services. If administrator rights are removed, the account must be brought up to date prior to these rights being reinstated.

5.4 Accounts that become past due more than 60 days are subject to suspension, in which case all services may be taken offline. Monthly charges still accrue during suspension. For service to be reinstated, the account must be brought up to date prior to any services being reinstated. A reactivation fee may apply and a credit card or deposit may be required in addition. Any discounts that have been extended to you may be re-invoiced to you in their full amount(s) and/or permanently removed from the account.

5.5 Accounts that become past due more than 90 days are subject to collection. Account and service(s) are cancelled and require full setup fees to be paid again to start service(s) and the delinquent account balance be brought up to date.

Additionally, a credit card or deposit may be required. All client data is removed from our servers as we are not responsible for archiving client data.

5.6 All decisions in regard to delinquent accounts are at the sole discretion of MemberClicks.

5.7 Overnight/Rush payments: MemberClicks, ATTN: A/R, 817 W Peachtree Street NW, Atlanta, GA 30308. Phone 404-879-0016 **\*\*DO NOT SEND MONTHLY PAYMENTS TO THE OVERNIGHT ADDRESS\*\***

Need further Assistance?

Call us at 1.800.914.2441

or email: support@memberclicks.com

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