

## ***Billing Policy Current as of: April 15, 2007***

*It is each client's responsibility to read and become familiar with the Digital Mouse Designs Billing Policy. Although changes are not made often, there are times when we must update it. The date at the top of this page is the most current version and the most current version will apply should any payment issues arise at any time. Suggested time frame for review would be twice per year.*

*This is a rather lengthy document, however we much prefer to spell everything out in order to avoid misunderstandings. We don't like to take negative action on overdue payments and so give you every opportunity available to us to assist you in seeing to it that your payments are able to arrive on time. However, like any other bill you incur — there are consequences for late payments.*



### ***Mail-In Payments:***

Our bank *requires* that payments be made out to: *Debra Colgan*. We are *not* responsible for late payments should your payment have to be returned to you for correction. Mailing address for mail-in payments:

**Digital Mouse Designs | 812 South Third Street | Watertown, WI 53094-4515**

So that we may credit your account properly, please include a copy of your invoice with your mailed payment or indicate your Client ID or site name in the memo section of your payment. Please also include your ID number or site name on all billing correspondence.

If you select mail-in check or money order payments, you should allow enough mailing time so that your payment reaches us no later than noon Central Standard Time (CST) on the due date on the invoice. *Note that mail from Canada has been known to take 14 days to reach us.*

If you initially select mail-in payments you may still take advantage of our online payment option at any time.

In order to save on cost to our clients, all invoices are eMailed — period. We do not mail paper invoices nor are invoices sent in any other fashion. If you absolutely must have a paper invoice sent to you, please [contact us](#). A \$5 fee is assessed for *each* invoice requested. Payment for copies is on a pre-paid basis.

### ***Checks Not Honored by Our Bank:***

Should we receive a check from you that is not honored by the bank such as NSF (Insufficient Funds) or any other reason and the check is returned unpaid, we will apply a \$45.00 processing fee plus all additional resulting fees or related costs. Additional fees or related costs includes those that are assessed to our account because your dishonored check caused our account to become overdrawn.

Future payments from you will then be *required* to be by Cashier's Check, Money Order or via our Online Payment Center and further *required* as an "up front" payment. In other words, no work will be done nor any web hosting services offered or activated until we receive payment in one of the forms indicated. Your account will be suspended until such time as the account is paid in full including all additional fees. Accounts in this status are also pending termination and it's associated fees.

### ***Online Payments:***

To take advantage of the convenience of our online payment option, simply visit this page and follow the instructions:

<http://www.digitalmousedesigns.com/payments.html>

This is a secure payment process provided by [PayPal](#) and processed via secure SSL transactions. You may pay with your PayPal account or major credit card. You do not need a PayPal account to utilize this service.

We are *not* able to provide support for PayPal issues as any problems are with their server and not ours. If you are having trouble making your payment using the online service, you must contact PayPal. If you have questions or need assistance in setting up your account, please contact PayPal via their help or contact links found on their site. They also offer telephone support.

Digital Mouse Designs bills *hosting fees* are billed one month in advance of the month of service. Quarterly, semi-annual or annual pre-paid hosting payments are accepted. You select your payment option when you submit your registration information.

A 5% discount is applied to annual payment plans provided the initial annual payment is received within 5 business days from the date the account is activated. Annual payments for new accounts received after the 5 business days voids the discount. Annual discounts are also voided for existing customers who's payment has not been received by the invoice due date.

The payment option you select when you submit your hosting registration is how you will be invoiced for future billing. There is *no tax* applied to web design or hosting services.

Pre-payment for your selected hosting plan does *not* lock in your current rate for the duration of the current payment plan. If we have an increase in hosting fees, you will be notified prior to the increase taking effect and your account will be adjusted to the new fees on the following invoice.

If you are an existing customer, please include your Customer ID number in the comments section of the PayPal payment screen. If you are a new customer, your Client ID number will appear on your first invoice.

All invoices are sent by eMail on or about the 26th of each month. Services performed during the remainder of the month after the billing goes out will be billed on the following month's invoice.

### ***Maintenance Billing & Payment***

Maintenance work is billed monthly and payment is due in the same fashion outlined for hosting clients unless you have a contract that stipulates otherwise. If you request an interim invoice at any time outside of our normal billing date your payment is still due no later than the 25th of that billing month. We honor requests for interim invoices, however there will be a \$10.00 fee applied to any invoice that is requested outside our regular billing schedule. Suspension of accounts for non-payment and associated additional late fees applies to design and maintenance clients as well as hosting clients. Exceptions to this are noted in individual design contracts.

### ***Secondary eMail Address Requirement***

In order for us to provide the best service to you, we *must* have a secondary eMail address on file for you. We occasionally send out important account information, server maintenance notifications, and there's also the matter of your invoices. If your account is suspended (*not the same as termination*), it is not only your web site that goes down but your *entire account including eMail capability*. If we do not have a secondary eMail address on file, you will not receive the information.

In addition, although we have very little server trouble, we are not totally immune. Computers are machines. Machines



## ***Overdue Payment Process — Collection Procedure***

If one invoice goes unpaid by its due date (*including the brief grace period between the 25th of the month and the 1st of the next month*), your account will be suspended, and the suspension fee is applied along with applicable late fees. At the next billing period you will receive a new invoice for the new billing period which will include the past due amount. If your account goes unpaid after 45 days your account will be terminated and your account sent to collection. This will add additional collection preparation fees to your outstanding balance due. *This can be a very costly process to you!*

If we attempt contact with you and do not receive a timely response we will assume that you are no longer interested in keeping your account and all monies due us are still collectable. We will make every effort to collect all monies due including formal collection action if necessary. This can include damaging entries to your credit report and the unpleasantness of dealing with our Collection Agency. Please seriously consider an act on your part of not responding to our invoices and/or notices. If your account is in danger of suspension or further action it will be noted on your invoices. You may not receive any other notification of any pending action. It is in your own best interest to communicate with us. It is only in this fashion that we may attempt to resolve the issue with you without involving our Collection Agency or Attorney. If you have a payment issue, **[contact us](#)** immediately as we will work with you to remedy the situation. We cannot assist you with this if you are not willing to communicate with us.

## ***Refunds***

Should you cancel your hosting plan (per the 10 day notification described above) you may request a refund of the unused portion of your pre-payment *up to three months cost*. We do *not* refund any unused pre-payment over three months. Discounts provided for annual payments are deducted from any refund issued. Refunds are *not* automatic and *no refunds will be made without your explicit request*. Your request for a refund must be included in your cancellation notice or it will not be honored. Refunds will be issued via PayPal to the email address we have on file for you .

If your design contract differs from the Billing Policy, your individual design contract clause(s) will prevail.

Digital Mouse Designs