

Digital Mouse Designs Billing Policy

Current as of: May 5, 2009

We don't like to take negative action on overdue payments and so it's our goal to give our clients every opportunity to make payments on time. Like any other bill, there are consequences for late payments.

As a client, it's your responsibility to read and be familiar with our Billing Policy. Modifications are not made often but there are times when we must update our policy. The date at the top of this page is the most current version. Should any payment issues arise, the most current version of the Billing Policy will apply. It's suggested that you check for updates 2-3 times per year.

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:**

Deb Colgan - Digital Mouse Designs
812 S. 3rd Street
Watertown, WI 53094-4515

We accept payment in U.S. Funds only. Any other-country check or money order payments must be made payable in U.S. Dollars. If this is an inconvenience for you, please make your payments via our online payment process as PayPal will apply the conversion automatically.

We want to be sure your payments are applied correctly. Please include a copy of your invoice with your mailed payment or indicate your web site name in the memo section of your payment. Please also include your web site name on all billing correspondence.

If you select mail-in check or money order payments, 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. *Mail from Canada has been known to take 14 days to reach us!*

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

All invoices are sent by eMail — period. We do not send invoices in any other fashion. If you absolutely must have a paper invoice sent to you, please contact us. *A pre-paid \$10 fee is required for each invoice requested.*

Checks Not Honored by Our Bank

If for **any reason** your check is not honored by our bank and is returned unpaid, a \$55.00 fee plus any additional fees or related costs charged by our bank are assessed to your account. Additional fees or related costs include but are not limited to those charged to us by our bank if

your dishonored check causes our account to become overdrawn.

Future payments from you will then be required to be made on a pre-paid basis by Cashier's Check, Money Order. No work will be performed nor any web hosting services provided until we receive full 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 suspension status are also pending termination and associated termination fees.

Online Payments

To make a payment online, 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 funds or major credit card. You do **not** need a PayPal account to utilize this service.*

The payment transaction takes place on the PayPal web site. Digital Mouse Designs *is not able to provide support for PayPal issues*. If you experience problems with your payment transaction, **contact PayPal** for assistance. Sometimes just waiting an hour or two and trying again you will find that things are back to normal and working. If you have questions or need assistance in setting up a PayPal account, please contact PayPal via their help or contact links found on their site. <http://www.paypal.com> PayPal also offers support by telephone.

How Billing Works

Hosting fees are billed one month in advance of the month of service. We offer quarterly, semi-annual or annual pre-paid hosting payments. A 5% discount applies to annual payment plans. All discounts are forfeited if payment has not been received by the **due date on the invoice**. Grace periods do not apply.

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. If at any time you wish to change your payment plan, simply contact us.

Pre-payment does not lock in your current rate for the duration of the current payment plan. If there is an increase in fees, your first invoice issued after any fees are changed will be adjusted accordingly.

If you are an existing customer, please include your web site name or 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 date is billed on the following month's invoice. We honor requests for interim invoices, however there is a \$10.00 fee applied to any invoice you request to be calculated and sent to you outside our regular billing schedule.

Maintenance Billing & Payments

Maintenance and update work is billed monthly with payment due in the same fashion outlined above *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. Suspension of accounts for non-payment and associated 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, it's 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.

We have very little server trouble, but we are not immune. Computers are machines. Machines break down. Internet connections fail. It may not be our server that malfunctions but another along the way between you and us. If you have a computer, a web site or you access the Internet it's assumed that you know and accept the associated hazards. We do our best to provide you with excellent service. If we cannot reach you via the primary eMail address you provided when you registered for hosting, your secondary eMail address becomes important. It is your responsibility to make it possible for us to contact you. The secondary eMail address you provide must be from an account unrelated to your web hosting account and should be an eMail address that you check for incoming mail on a regular basis. If you do not provide us with a secondary eMail address, *we do not take responsibility in any way* if you do not receive important information from us.

Account Suspensions

Accounts are automatically suspended if payment is not received by noon CST on the 1st of the service month following the invoice due date unless you have contacted us to make payment arrangements. *We do not* routinely issue reminder notices prior to payment due dates or suspension of accounts. Invoices contain any suspension or termination notifications so it's important that you read them.

Notification of a suspended account is also forwarded to your web designer. Suspension puts an account out of service thus your designer cannot perform any work on your site. Designers are not advised of the amount due, only that the site is suspended for non-payment. They are also notified when the account is reinstated.

If your web site account is suspended for any reason, a \$40.00 suspension fee is charged. This fee

along with the outstanding balance of your account must be paid in full before your account will be reinstated.

Due to the variety and number of clients we service, we must strictly adhere to these guidelines. We understand special circumstances do arise. If you need to make payment arrangements, please contact us immediately. We'll work with you to keep your site up and running whenever possible.

Your Invoice is Your Responsibility

If you do not receive your invoice; it is your responsibility to contact us. The main reason clients do not receive invoices is that they have changed eMail addresses and have not notified us of the new one. We have no control over this and can only forward an invoice to the eMail address(s) we have on file for you.

Account Cancellations

If you wish to cancel your hosting service, a 10-day written notification **prior to the due date of your invoice** is required. eMail notification will be accepted provided we have notified you of receipt of your notice. If you do not provide a 10-day notification, you will be charged the following month's hosting services plus any applicable suspension and/or termination fees. Accounts terminated *for any reason other than an on time written cancellation* will result in an additional \$50.00 termination fee assessed to the account. Failure to remit the outstanding balance due will result in your account being turned over to our collection agency and associated collection processing fees will apply. We would appreciate being advised of the reason for your cancellation, however this is not mandatory. Lack of receipt of a proper cancellation notice or a "no response" from you to our communications does not excuse you from payment of your account nor does it exempt you from your payment responsibility or collection proceedings.

Overdue Payment Process & Collection Procedure

If an invoice is not paid by its due date, including the 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. If your account goes unpaid for a total of 45 days it will be terminated and sent to collection. Termination and collection preparation fees are then applied. This can be a very costly process!

If we contact you and do not receive a timely response we will assume that you are no longer interested in keeping your account active. All monies due us are still collectible. We will make every effort to collect all monies due including formal collection action if necessary. This can mean 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. It is in your best interest to read your invoices and 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 and we'll work with you to remedy the situation. We cannot assist you if you are not willing to communicate with us.

Refunds

If 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 are forthcoming without your explicit request. Your request for a refund must be included in your cancellation notice or it will not be honored.

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

Digital Mouse Designs
Contact DMD Billing