



SPARK I/T Services Billing Policies

General Billing

Usage of SPARK I/T Services products and services constitutes customer's acceptance of SPARK I/T Services' billing policy. Following is SPARK I/T Services' billing policy with which all customers must comply:

- All accounts are set up on a postpaid basis. Payment must be received by SPARK I/T Services before any billable product or service is provided/activated. Customers are required to keep a valid credit/debit card on file to charge for recurring monthly subscription fees, fax or voice broadcast service fees and all email overage fees.
- All international customers must pay by credit/debit card. SPARK I/T Services does not accept international checks.
- Subscription billing is based on availability of products and services, not based on usage. However, fax and voice broadcast service fees are usage based. Email overages are billed as an additional charge as well.
- Customers are responsible for keeping all credit/debit card details and contact information current. This can be done online through the Customer Center. To access the Customer Center, customers should login to their SPARK I/T Services web site and click Support and submit to us via ticket any credit card /billing contact changes or updates."
- All recurring subscriptions are automatically invoiced and charged to the credit/debit card on file.
- Invoice and payment receipts are available to customers upon request or through the Customer Center.

Billing Cycle

- **Credit/Debit Card Billing:** All credit/debit cards are automatically charged on the customer's specific billing cycle date. If the credit/debit card is declined, SPARK I/T Services will attempt to charge the card on file for 30 days.



- All monthly invoices are issued on the first (1st) of each month and are due on the fifteenth (15th) of each month without exception.
- Late Fee: All accounts more than 30 days past due may be assessed a late fee. No fewer than three attempts to contact the customer will be made before any late fee is assessed.
- Delinquent Accounts: All accounts 30 days past due may be disabled until balances are paid in full. When disabled, all access will be suspended and data will be unavailable.
- Deactivation: After an account is delinquent 60 days, it will be cancelled due to non-payment. Once cancelled, the customer will not be able to recover any files until the account is current. Application data will be stored for 90 days post cancellation. After that, application data will not be available. The account record and delinquent balance will be submitted to a third-party collection service.

Fees

- Late Fee: SPARK I/T Services may assess a \$15.00 late fee for accounts 30 days past due.
- Chargebacks: If a customer initiates a chargeback, SPARK I/T Services may assess a \$50.00 processing fee for each individual chargeback.
- Returned Checks: SPARK I/T Services may assess a \$50.00 processing fee on all returned checks.
- Collections Fee: In the event an account is submitted to a third-party collections service, a \$15.00 processing fee may be assessed to the existing account balance. This fee is in addition to any other fees previously assessed on the account.
- Interest: Any charges not paid when due are subject to interest at a rate equal to the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the maximum interest rate allowed by applicable law.

SPARK I/T Services

Services

To help you succeed and get the most from SPARK I/T Services, The Kickstart Service package is mandatory for new SPARK I/T Services customers. Services must be used



within 30 days from the date of purchase. Service fees are nonrefundable. In the event of cancellation, SPARK I/T Services will not prorate any portion of unused service fees, and all outstanding invoices must be paid in full.

Subscription Billing

Invoices are generated and payments are collected at the beginning of each billing period. Customer billing periods typically begin on the day of the month in which customers purchase their SPARK I/T Services subscription. Customers may cancel their subscriptions at any time. In the event of cancellation, customers will still have access to their applications through the end of their current billing period. SPARK I/T Services will not prorate any portion of unused subscription services. All subscription fees are nonrefundable.

Payment Methods

SPARK I/T Services accepts payments via credit/debit card. Payment by any other means, such as by check, is on a per-customer basis and must be agreed to by SPARK I/T Services. Checks must be paid in U.S. dollars and issued from a U.S. bank. Payment by check is acceptable only for prepayment of six or twelve months of subscription services. SPARK I/T Services currently accepts American Express, MasterCard, Discover, and Visa credit/debit cards. We also accept PayPal

Cancellations

Cancellations must be done verbally through an SPARK I/T Services representative. Email requests to cancel do not constitute acceptance of any cancellation. Only verbal requests made with an SPARK I/T Services representative will create a cancellation request. 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.



Closing an account with SPARK I/T Services cannot be done by simply canceling the credit/debit card. SPARK I/T Services will continue to treat this as an open account and the billing cycle will continue, resulting in a past due account that may be turned over to a third-party collection service. It is imperative that account cancellation is done by speaking with an SPARK I/T Services representative to ensure account closure.

Cancellation of an account does not dismiss outstanding invoices. At the time of cancellation, any outstanding balance must be settled. All cancelled accounts with an outstanding balance may be automatically turned over to a third-party collection service.

Billing Disputes

As a current or prior customer of SPARK I/T Services, each customer agrees to provide SPARK I/T Services 30 days to attempt settlement of any billing dispute before disputing with any third-party credit/debit card company or bank. SPARK I/T Services must be the first option in billing disputes. Should SPARK I/T Services receive a chargeback from a third-party credit/debit card company or bank on the customer's behalf before SPARK I/T Services has been given a chance to resolve the issue, SPARK I/T Services has the right to collect on the rendered services and any fees associated with those disputes. Regardless of the outcome of the chargeback, SPARK I/T Services retains the right to collect on any rendered services or fees that are due. SPARK I/T Services will submit any disputed amounts to a collection agency. Once a chargeback has been received, SPARK I/T Services will immediately suspend the account until the matter is resolved.

Refunds

Subscription and Service fees are nonrefundable.