



Billing & Cancellation Policy

12-19-2011

The following Billing and Cancellation Policy applies to all comF5® (the “Company”) users, including Business Customers and Resellers, (collectively, the “Client”), of comF5® products and services as offered at www.comF5.com.

Client Payment Responsibilities

The Client must select a payment method for subscription fees and all purchases made from the Company upon enrollment. Accurate billing and payment information must be given to the Company and kept up-to-date.

The Client authorizes the Company to charge the credit card (or debit card, if applicable) provided during the enrollment process for the Company’s products and services, including applicable taxes, fees, surcharges, and purchases made by the Client or anyone allowed using the account (including children, family or friends). The Client understands and agrees this authorization will remain in effect until it is otherwise revoked in writing and received by the Company two (2) business days prior to the next billing charge date. If the Company does not receive payment from the designated payment method, the Client agrees to pay all amounts due upon demand by the Company.

Payment for the Company’s products and services must be made in US Dollars. The Company accepts the following credit/debit cards: Visa, MasterCard, American Express or Discover cards. It is the Client’s responsibility to make certain the billing information for each monthly or annually billed account is kept current.

Every time the Client uses Company products or services, he/she reaffirms that (i) the Company is authorized to charge the designated payment method; (ii) the Company may submit charges incurred under the account for payment; and (iii) the Client will be responsible for such charges, even if the Client account is cancelled or terminated.

After 30 days from the date of any unpaid charges, the account will be



deemed delinquent and the Company may terminate or suspend the account for nonpayment. The Company reserves the right to assess additional fees if payment is more than 30 days past due and to use alternate means to collect any unpaid charges. The Client is liable for any fees, including attorney and collection fees incurred by the Company in its efforts to collect any remaining balances from the Client.

The Client must notify the Company about any billing problems or discrepancies within 90 days after they first appear on the account statement. If they are not brought to the Company's attention within 90 days, the Client agrees that he/she waives his/her right to dispute such problems or discrepancies.

The Client is responsible for obtaining and maintaining, at their expense, all equipment and services needed to access Company products or services. The Client is also responsible for any communications charges they may incur by accessing Company products or services through a third-party network, such as a cable or wireless carrier.

Other Information about Charges & Fees:

1. Billing for initial account creation is immediate.
2. All Clients are billed on the 10th or the 20th of the month (the "billing date") depending on their enrollment date:
 - a. If enrolled initially between the first and the fifteenth of the month, the billing date is the 10th of the following month and the 10th of each month thereafter.
 - b. If enrolled initially between the sixteenth and the end of the month, the billing date is the 20th of the following month and the 20th of each month thereafter.
 - c. Recurring billing dates will remain the same each month and are based on the date of initial enrollment. Upgrading an account will not change the recurring billing date.



3. The Client pays for the current month's service in advance. For instance, if a Client enrolls July 4th, then that Client is paying for services beginning July 4th and ending July 31st. The Client's next recurring billing would occur on the following month on August 10th. The recurring billing will occur on a monthly basis until as long as the Client remains a user of Company products or services.
4. If an attempt to charge a Client's credit card on their billing date is declined, the Client will be notified via their last known email address of the decline. The Company will then attempt to charge the Client's credit card a second time 5 days after the initial billing date. If the charges are rejected on this second attempt, the Company will inactivate the client's account and render the service portion of the account inaccessible until successful payment has been processed. If payment has not processed successfully as of the last calendar day of a month, the Company will make one more attempt to charge the Client's credit card. If this third attempt fails, the account will be deemed inactive for that month.

Through its comCenter, the Company allows Clients 24/7 web access to rectify billing issues. Clients can update their credit card on file as well process a payment automatically for an inactive account. Once successful payment has been received for an inactive account, the account will be re-activated and full service access will be restored.

5. For Resellers Only: Resellers are required to renew their Reseller Agreement on the first business day of the calendar year. The Company will charge the Reseller's credit card for the Annual Renewal administrative fee of \$50.00 USD on the 1st business day of each calendar year. There will be no refunds or pro-ration of the Annual Renewal administrative fee for partial months or months unused with an open account. Failure to pay the Annual Renewal administrative fee will be construed as a resignation by the



- Reseller and his/her Reseller Agreement will be considered terminated, null and void.
6. Clients having questions regarding charges to an account should contact Customer Support immediately. All charges are considered valid unless disputed in writing.
 7. Payments to account may not be made with check or other similar instruments.

Refund Policy

All cancellation requests must be submitted in writing by submitting a ticket to Customer Support at the comF5 Support Center located at www.comf5.com.

Client has two (2) days from date of initial enrollment (or initial purchase of other product or service offerings) to cancel an account and receive a 100% refund.

The Company charges monthly, in advance, for its products and services. The Company will refund the current month's recurring charge for cancellations received at least 2 days (48 hours) prior to the recurring charge date (10th or 20th based on enrollment date). Cancellation requests received after the 2 day (48 hour) window are not eligible for a refund. Any additional charges such as usage charges, annual renewal fees (applicable to Resellers only), are non-refundable.

Please Note: Only the Account Holder will be able to request cancellation on an account. Your cancellation request could take up to 48 hours to process.

Accounts that are cancelled due to violations of any Company policies do not qualify for a refund.



Client may cancel at anytime. There are no pro-rated refunds for partial months or partial years. Client agrees the Company is not responsible for over-draft charges that may occur when processing charges against the Client's account. It is the Client's responsibilities to make certain funds are available to cover any fees associated with the Client's account.

The Company in its sole discretion may change or discontinue any or all aspects of its products and services without notice, including access to support services, content and other products or services ancillary to the Company's products or services.

The Company reserves the right to modify its Billing and Refund Policies at any time at its sole discretion.

