

Billing and Payment Policy

Applied Answers, Inc. Billing and Payment Policy for FileGenius

All payments for FileGenius services are due before delivery of service, payable to “Applied Answers, Inc.” All subscriptions to the FileGenius service are subject to ARB (Automatic Re-Billing), by credit card or bank draft, for purposes of renewal and continuation of service.

Type Payment

All payments will be made by credit card but Applied Answers, Inc. will make reasonable effort to establish alternative methods of payment for customers who cannot pay by credit card. Applied Answers, Inc. reserves the right to charge the customer for any incurred costs resulting from the one-time or ongoing application or implementation of an alternative payment method.

Billing Cycle

All billing cycles (monthly and annual) and therefore all payment due dates will be based on and start per the day on which FileGenius service first started. Example: If the customer registers for and makes initial payment on the 5th day of the first month of service, all subsequent billings and services as they relate to the customer’s account shall also be due on the 5th of each subsequent month until such time the subscription is terminated, by either the customer or Applied Answers, Inc. The billing date or due date shall be referred to as the ARB (Automatic Re-Billing) date.

Rates, Prices, Pricing Terms

All prices and terms as they relate to payments, ARB, billing policies, or other payment or billing issues shall be subject to change at the discretion of Applied Answers, Inc. All monthly subscriptions are subject to price changes in their monthly payment due, on their ARB date, as the monthly rate is changed. Annual subscriptions are protected from price or term changes until such time that the annual subscription has ended or the annual ARB date has arrived or passed, with no proper Notice of Cancellation on file for an annual customer subscription.

Minimum Term of Service

The minimum term of service for which payment is required for monthly and annual subscriptions shall be two paid subscription months, at the current and prevailing monthly rate (in the event of cancellation of an annual subscription, see “Cancellation of Annual Subscription” below). This minimum shall apply to all change transactions (including cancellations) for any monthly or annual subscription which has not yet reached the third ARB date, or for which there is no valid Notice of Cancellation submitted to and accepted by Applied Answers, Inc.

Cancellation of Monthly Subscription

Seven (7) days notice (Notice of Cancellation) shall be required for cancellation of a monthly subscription. The notice period shall be defined as seven (7) days before the recurring monthly ARB date and the Notice must take the form of an email resulting from use of the form available to customers in the Admin section of their file transfer site, or some other documented conveyance such as personal

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email, overland mail or delivery, or facsimile. The notice shall be signed or otherwise approved by the customer's primary contact or the holder of the current and valid credit card associated with the subscription(s). Once a new month or billing period has started, or valid seven (7) days notice of cancellation was not delivered according to these terms, before a new ARB date, the customer shall be responsible for a full month's subscription payment. In the event of cancellation there will be no prorated refunds for monthly cancellations. Applied Answers, Inc. reserves the right to modify this cancellation and refund policy at its discretion.

Cancellation of Annual Subscription

Seven (7) days notice (Notice of Cancellation) shall be required for cancellation of an annual subscription. The notice period shall be defined as seven (7) days before the recurring annual ARB date and the Notice must take the form of an email resulting from use of the form available to customers in the Admin section of their file transfer site, or some other documented conveyance such as personal email, overland mail or delivery, or facsimile. The notice shall be signed by the customer's primary contact or the credit card holder of the current and valid card associated with Cancellation of Annual Subscription — the subscription. Upon receipt of notice Applied Answers, Inc. will calculate the number of subscription months used, multiply that number times the current and prevailing monthly rate and then subtract that resulting number from the original sum originally paid in advance by the customer. The resulting sum, if it is a positive value, will be reimbursed to the customer in a manner suitable to and determined by Applied Answers, Inc., payment to be made or credited to no later than 30 days following the determination of the refund and acceptance by Applied Answers, Inc. of the notice to cancel. If the resulting calculative sum is "\$0" or a negative value, the customer owes no further monies and the annual subscription will be terminated per the date indicated by a valid Notice of Cancellation, previously submitted and accepted. Applied Answers, Inc. reserves the right to modify this cancellation and refund policy at its discretion.

Upgrading of Services

20GB to 30GB, Monthly – In the event a monthly subscriber should wish to upgrade from a 20GB storage capacity service to a 30GB service the 30GB service will commence upon receipt of their request and, on the next ARB, and subsequent ARB dates in the absence of change requests or cancellation notice, their payment due shall be the current and prevailing monthly rate for 30GB service.

Upgrading of Services

20GB to 30GB, Annual – In the event an annual subscriber should wish to upgrade from a 20GB storage capacity service to a 30GB service the 30GB service will commence upon receipt of their request and additional monies due as the result of the following calculation: the number of months remaining on the annual subscription shall be determined, counting only whole months (any 30-day period defined by the initial subscription and/or ARB date) following the date the request to upgrade is made. This number shall be multiplied by the number resulting from dividing the current and prevailing price of a 30GB annual subscription and dividing that by 12.

Downgrading Services

Any request to downgrade, by either storage capacity or length of subscription, shall be handled as a cancellation of the previous terms and establishment of a new subscription at the now desired storage capacity and/or duration of subscription.

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Billing and Renewal

AAI charges and collects, in advance, for use of service. AAI will automatically renew and charge your credit card each month for monthly licenses, or for each non-monthly term to be at least six months or longer, on the subsequent anniversary date, predicated by your sign-up date, for non-monthly licenses. The renewal charge will be equal to the then-current license fee in effect at the time of the renewal. Fees for other services will be charged on an as-quoted basis.

At AAI's discretion terms of six months may be invoiced as long as the first two months of the term are paid by credit card, in advance of commencement of service. The invoice, payable to AAI, must be received 15 days from the date of the invoice. The amount of the invoice shall be for the balance of the term, less the two months charged to your credit card in advance of the commencement of service. This shall apply to all purchase order licenses as well.

AAI's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States or applicable state and local taxes based solely on AAI's income.

If you believe your charge is incorrect, you must contact us in writing within 180 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

Payment Default or Credit Card Declined

If any credit card is declined, for either a new subscription payment or an ARB payment due, or any payment is in default for any service, Applied Answers, Inc. will notify the customer of the default payment or declined card payment by phone, email, or overland mail. The customer may direct Applied Answers, Inc. to resubmit the card for payment, update the credit card information and resubmit for payment, or otherwise remedy the default payment. If valid payment is not received, however, within 7 calendar days of the customer being notified of the payment default or declined card payment Applied Answers, Inc. shall, at its discretion, disable the file transfer site and terminate the customer's subscription and any and all customer services.

Questions or Additional Information:

If you have questions regarding this document or wish to obtain additional information please contact us at 888.753.2245, ext. 704 or email us at billing@filegenius.com.