

**Tivilon, Inc. 2003 Customer Payment & Adjusted Rates Policy**

**Payment Agreement**

PROMISE TO PAY	Tivilon & TivilonHost Accounts	<p>Tivilon is upfront with clients about all charges and fees, and we expect you to pay for all services you request, and any applicable fees, according to the terms of the agreement or what is stated on your invoice.</p> <p>It is your responsibility to deliver payment to Tivilon by the due date and that Tivilon does not make special circumstances to incur any fees to collect your payment (including, but not limited to, travel expenses).</p> <p>All invoices are independent of one another, and shall have no affect of the terms of any other invoice.</p>
FINANCE CHARGE	Tivilon & TivilonHost Accounts	<p>All outstanding balances undergo a 1.5% monthly finance charge if not sent to Tivilon (postmarked) by the due date. This works out to an annual finance charge of 18%. If the actual calculated finance charge is less than \$.50, we assess a minimum finance charge of \$.50.</p>
LATE FEE	Tivilon & TivilonHost Accounts	<p>Clients who fail to pay the balance due on time may receive a late fee of \$10 per applicable invoice, if the balance due is greater than \$10 and as permitted by law.</p>
WARNINGS	Tivilon Accounts	<p>At 1 day late, (this would be the day after the due date), the account owner may not receive a warning, since payment is assumed to be in transit. Finance charges and late fees will be applied to the account at this time. If the payment is received in the next few days postmarked on or prior to the due date, the applicable finance charges and late fees will be removed.</p> <p>At 31 days late, (this would be one month from the original due date), the account owner may receive a written warning via e-mail and/or postal mail. Finance charges will be applied to the account at this time. <i>Work will cease on the project until payment is rendered. All work performed that is not yet paid for will need to be returned to Tivilon immediately.</i></p> <p>At 61 days late, (this would be two months from the original due date), the account owner may receive a second warning via phone call, e-mail, and/or postal mail. Finance charges will be applied to the account at this time. <i>The account will be reported to a collections agency. See "BEYOND 60 DAYS LATE" section below.</i></p> <p>Finance charges will also accrue all subsequent months without payment.</p> <p>This policy is not intended to create or imply that Tivilon will issue warnings to all accounts with outstanding balances. It is the account owner's responsibility to make sure the account is always up-to-date on payments.</p>

	TivilonHost Accounts	<p>At 1 day late, (this would be the day after the due date), the account owner may not receive a warning, since payment is assumed to be in transit. Finance charges and late fees will be applied to the account at this time. If the payment is received in the next few days postmarked on or prior to the due date, the applicable finance charges and late fees will be removed.</p> <p>At 31 days late, (this would be one month from the original due date), the account owner may receive a written warning via e-mail and/or postal mail. Finance charges will be applied to the account at this time. <i>The hosting account will be disabled with contents and all access removed until payment is rendered. Should the account owner wish the hosting account be reactivated and contents returned, a \$25 prepaid reactivation fee, in addition to payment for the account balance, will activate the account within 2 business days. Tivilon is not responsible for damaged or missing contents when the account is reactivated.</i></p> <p>At 61 days late, (this would be two months from the original due date), the account owner may receive a second warning via phone call, e-mail, and/or postal mail. Finance charges will be applied to the account at this time. <i>The account will be reported to a collections agency. See "BEYOND 60 DAYS LATE" section below.</i></p> <p>Finance charges will also accrue all subsequent months without payment.</p> <p>This policy is not intended to create or imply that Tivilon will issue warnings to all accounts with outstanding balances. It is the account owner's responsibility to make sure the account is always up-to-date on payments.</p>
BEYOND 60 DAYS LATE	Tivilon & TivilonHost Accounts	<p>If money is still owed to Tivilon, a collection agency will contact the account owner until the money is received in full by either the collection agency or Tivilon. Additional charges may apply, on top of Tivilon's monthly finance charges and/or late fee.</p> <p>(If we refer collection of your account to a lawyer/collector who is not our salaried employee, you will have to pay our attorney/collector's fee plus court costs or any other applicable fees, to the extent permitted by law).</p> <p>Tivilon may also report your performance under this policy to credit reporting agencies, including your failure to make minimum payments on time.</p> <p>Should this account be reopened within a year following the late payment problems, the account will be eligible for prepayment terms only. These prepayment terms can continue for a length of time that Tivilon sees fit, based on past history, high-risk credit, or the account owner's request. This policy is not intended to create or imply that Tivilon will reopen all accounts, as the account history of each account will be reviewed before it is reinstated.</p>
DOCUMENTATION	Tivilon & TivilonHost Accounts	<p>We recommend all customers send their payments via certified mail if they want to verify when Tivilon received the mail.</p> <p>Tivilon uses the postmark date on the envelope to determine when an item was mailed. Tivilon is also not responsible for mix-ups with postal mail (lost or late payments) – and we will hold firm with the date on the envelope, whether the account owner disagrees with the date the payment was mailed.</p> <p>Tivilon offers no guarantee of reminder for your payments due. It is the account owner's responsibility to make payments on time.</p>
BOUNCED CHECKS	Tivilon & TivilonHost Accounts	<p>Should a check bounce, Tivilon requires <u>ALL</u> future payments from the account be made by money order or cashier's (bank) check. Clients who bounce a payment will receive a returned check fee of \$30 per bounced item. This fee will be assessed on your account the first time your check is not honored, even if it is honored upon resubmission.</p> <p>Additionally, you agree that any returned check may be represented for payment at your bank at any time until the final payment is made.</p> <p>Finance charges and a late fee will apply on applicable account balances if the final payment is not received by the respective invoice's due date.</p>

CREDIT CARD PAYMENT	Tivilon & TivilonHost Accounts	<p>Tivilon accepts Discover/Novus, MasterCard, VISA, American Express, and Diner's Club credit card payments for balances due. Customers can utilize the space provided on their invoices to specify credit card information when selecting this method to pay.</p> <p>The option is presented, for TivilonHost customers, to pay by credit card for one time only or to have the information securely stored and reused for any account balance owed in future invoices. If credit card information is stored, future balances will be processed on the invoice date and a typical paper invoice will become a paper "account statement." Should you choose the stored credit card option, you must send credit card modify/removal requests in writing to Tivilon, Inc., P.O. Box 854, College Park, MD 20741-0854. Please note that to stop payment of a charge or update your credit card information, you will need to notify Tivilon at least ten days ahead of the invoice date.</p> <p>If the account owner chooses to use a credit card to pay, Tivilon is automatically granted permission to resubmit a request for funds from the credit card, should a processing of a balance due fail on a first attempt.</p> <p>Upon second failing of a credit card processing request, the account owner will be contacted to provide another form of payment due by the invoice due date. All normal finance charges or late fees apply if the balance is not paid in time.</p>
CLOSING YOUR ACCOUNT	Tivilon Accounts	<p>You may close your account or terminate work with 15 days advanced written notice. You remain responsible for paying the balance on your account within the following 15 days. Tivilon may close your account or suspend account privileges at any time without prior notice.</p> <p>If you have authorized a proposal or estimate for work to be done, and do not allow Tivilon to complete portions of the proposal with either a closing of your account or a later changing of your mind, a 15% penalty fee of the remaining man-hours will be assessed to your account.</p> <p>Your written notice to close your account should be mailed to Tivilon, Inc., P.O. Box 854, College Park, MD 20741-0854.</p>
	TivilonHost Accounts	<p>You may close your hosting account with a written notice postmarked at least 15 days ahead of the end of your hosting term. You remain responsible for paying the balance on your account within the following 15 days. Tivilon may close your account or suspend account privileges at any time without prior notice.</p> <p>On the first day of what would be the next billing cycle, all contents from and access to the account is removed. Should the account owner wish the hosting account be reactivated and contents returned, a \$25 prepaid reactivation fee, in addition to payment for the next billing cycle, will activate the account within 2 business days. Tivilon is not responsible for damaged or missing contents when the account is reactivated.</p> <p>Your written notice to close your account should be mailed to Tivilon, Inc., P.O. Box 854, College Park, MD 20741-0854.</p> <p>Refunds are not available for prepayments you have made when your account is closed.</p>

INVOICE ERRORS	Tivilon & TivilonHost Accounts	<p>If you think your invoice is wrong, write to us (on a separate sheet) at the mailing address shown on the front of your invoice. Write to us as soon as possible. We must hear from you no later than the due date of the invoice on which the error or problem appeared. In your letter, please provide the following information:</p> <ul style="list-style-type: none"> <li>▪ Your name and account name</li> <li>▪ The invoice number and date</li> <li>▪ The dollar amount of the suspected error</li> <li>▪ Describe the error and explain, if you can, why you believe there is an error</li> <li>▪ Please sign your letter</li> </ul> <p>If we do not receive your written notice, and you fail to pay the amount due, you will be subject to finance charges and a late fee.</p> <p>We will respond to your letter within five business days, unless we have corrected the error by then. Within five business days we will either correct the error or explain why we believe your invoice was correct. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your balance that are not in question.</p> <p>If we find that we made a mistake on your invoice, you will not have to pay any finance charges or late fees related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges and late fees, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.</p>
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**Increased Rates**

RUSH	Tivilon Accounts	<p>Work received by Tivilon "last minute" with turn around time marked as "rush*" will undergo an additional increase in fees at 50%, equaling 150% normal fees per applicable hours.</p> <p>*Work is considered "rush" when either (a) the client requests it be a "rush" job; (b) work is expected to be turned around in a faster than normal** speed; (c) the client needs the work done immediately or the estimated time of completion is ASAP.</p> <p>**Normal speed of work is 1 to 2 business days for maintenance of existing and current customer web sites. All other projects will receive a schedule of deliverables or an estimated time of completion at the initiation of the project.</p>
NON-NORMAL BUSINESS HOURS	Tivilon Accounts	<p>Work to be completed outside Tivilon's normal business hours*** (9 AM to 6 PM ET, Monday through Friday, except holidays mentioned on web site), will undergo an additional increase in fees at 50% equaling 150% normal fees per applicable hours.</p> <p>Work can never be scheduled on one of Tivilon's observed holidays, when the office is completely closed.</p>
BOTH (RUSH & NON-NORMAL BUSINESS HOURS)	Tivilon Accounts	<p>Work to be completed in a "rush" manner, and to be completed outside normal business hours, will undergo an additional increase in fees at 100%, equaling 200% normal fees per applicable hours.</p>

**Decreased Rates**

DISCOUNTED ANNUAL PREPAYMENT	TivilonHost Accounts	<p>In order to qualify for the discounted rate offered on any applicable annually-paid Tivilon hosting accounts, the balance for the account must be paid by the invoice due date, or the discount is removed. Finance charges and a late fee will also apply, if the balance is not paid in full by the due date.</p>
PRORATED HOSTING OPENING & CLOSING	TivilonHost Accounts	<p>A hosting account can be established on any day of the month, with a prorated move-in; meaning that you'll be charged the normal monthly hosting fee at a discount for the days of the month that have already passed. However, when you decide to close your hosting account, you must pay your last month in full. In other words, the last month of hosting cannot be prorated. You'll need to have your written notice of intention to close your account sent according to our "CLOSING YOUR ACCOUNT" terms, as described above.</p>