



## ACCOUNT PAYMENT AND INVOICE POLICIES

### SERVICE FEES, EXPENSES AND INVOICES

**Service Fees.** Customer shall pay Renovo the fees/rates for Services ordered (“Service Fees”) as set forth in the Customer’s purchase order and invoices. All Service Fees are calculated and invoiced monthly. Such Service Fees may include set-up fees, monthly recurring fees, data storage fees, Bandwidth Overage Fees, and other fees related Services ordered by the Customer, as well as any reasonable travel and living expenses of Renovo’s personnel that are incurred in the course of Renovo’s performance of Services for the Customer. Renovo reserves the right to determine final prevailing pricing and the pricing information published on the Renovo website may not reflect the current pricing.

Additionally,

- Set-up fees are one-time and non-refundable.
- In the case of monthly fee based Services without set-up fees, the first monthly fee acts as the set-up fee and is non-refundable.
- Customer Data storage rates are based upon the average amount of compressed Customer Data stored by Renovo during the month, rounded up to next full hundredth of a gigabyte, subject to a minimum monthly fee of \$150.00.

**No Increase in Service Fees During Initial Term.** Excepting Bandwidth Overage Fees or outside services bundled with Renovo services which are outside Renovo’s control, Service Fees will not be increased during the Initial Term unless agreed upon in writing by Customer. All Bandwidth Overage Fees are subject to adjustment, without notice.

**Travel and Expenses.** Where applicable, Travel and Expenses are billed as follows: Meals, \$50 per person per day. Airfare, Hotel and Transportation costs are billed at actual cost to Renovo.

**Invoices.** Customer shall pay invoiced Service Fees no later than twenty (20) days after the invoice date. Service Fees are invoiced monthly at the beginning of the month and reflect amounts due for (1) ORBS provided to Customer in the prior month; (2) RHS to be provided to the Customer for such month (in advance); and (3) any Bandwidth Overage Fees incurred by Customer and assessed by Renovo for the prior month. All invoices will clearly reflect the Service Fees being charged.

**Payment via Credit Card.** Renovo accepts payments via MasterCard, VISA, AMEX, and Discover. Usage of a credit card indicates authorization to cover all future recurring charges and additional fees with the credit card on file. Credit cards will be charged on the renewal date for the account. Accounts will renew automatically on the anniversary of each billing cycle unless proper cancellation notice is submitted to our billing department (see cancellation policy below).

[Click here for credit card authorization form](#)



**Other Payment Methods.** Renovo also accepts ACH, PayPal, Personal Check, Company Check, eCheck, Wire Transfer and Money Orders.

- **Login to add or update checking account information**
- Wire transfer information available upon request.

All funds must be payable in US dollars. Renovo does not accept international checks in foreign currencies.

Payment for services by check must be received prior to renewal dates to avoid interruption of service.

**Returned Check Fee.** In the event that a check is returned, service will be immediately suspended and customer will be sent a suspension e-mail allowing seven (7) days to rectify the situation. If within the seven (7) days the customer fails to pay all service fees, including a \$25.00 reactivation fee and a \$35.00 returned check fee, customer's account will be permanently cancelled. Such cancellation does not relieve client's obligation for payment under the terms of any agreement with Renovo. Cancellation includes the removal of all files on the account. In the event of a charge back, Renovo will immediately suspend all services to client until such time as full payment is received in addition to a \$35.00 charge back fee and a \$25.00 account enable fee.

**E-mail Invoices.** Customer may request Renovo to send an invoice or account statement via e-mail. There is no charge for this service.

**Postal Mail/Fax Invoices.** Customer may request Renovo to send an invoice or statement via postal mail or fax. Renovo will charge customer up to \$2.95 per invoice sent via postal mail or fax.

## **LATE / NON-PAYMENT**

### **What is a "Late Payment"?**

The following constitute a "Late Payment".

- (1) Payments are not received by Renovo within 30 days after the Invoice date
- (2) Credit cards on file are not usable within 30 days after the Invoice date (whether the card on file is expired, reported lost or stolen, or otherwise declared invalid)
- (3) Checks do not clear within 3 business days of the Invoice due date

## **LATE PAYMENT REMINDERS, SUSPENSION AND TERMINATION OF ACCOUNTS, AND DELETION OF CUSTOMER INFORMATION**

- You will receive a payment reminder 30 days after the invoice date if payment has not been received day prior to your renewal.
- If no payment is received by 45 days after invoice due date, you will receive another invoice reminding you of your outstanding account balance



- If no payment is received by within 45 business days after your invoice due date, you will receive a final suspension notice and your account will be suspended the following day.
- Once your account is suspended a \$25 reactivation fee will be applied to your account.
- If payment is not made after suspension, we will leave the server in its spot offline for 1 week following suspension. If we do not receive payment or are not otherwise contacted by you within that week, your account will be terminated, your files will be deleted from our system and your server(s) will be taken offline and resold/re-rented.

**ONE WEEK AFTER SUSPENSION RENOVO WILL TERMINATE YOUR ACCOUNT, DELETE YOUR FILES FROM OUR SYSTEM AND YOUR SERVER(S) WILL BE TAKEN OFFLINE AND RESOLD/RE-RENTED**

***Additional Remedies for Late Payment.*** In the event Renovo receives a late payment on any invoice, in addition to its remedies above, we reserve the right to take the following actions:

- Require future payments be made via ACH, Wire Transfer, Credit Card or PayPal.
- Require a prepayment for future Services.

***Late Payment Charges.*** Renovo will exercise our statutory right to claim interest of 1.25% per month and compensation for debt recovery costs if Renovo is not paid according to these agreed terms.

#### **BANDWIDTH AND OVERAGES**

Renovo does not actively measure or cap bandwidth usage by Customer. However, in extreme usage cases, generally usage exceeding 10 Mbps or the allocated speed agreed upon in writing, (as measured using 95th percentile industry standard methods) Renovo has the right to throttle such Customer's usage, or charge Customer for the amount of exceeding bandwidth being used at its generally published rates at the time of such usage, at the discretion of Renovo ("Bandwidth Overage Fees"). The Bandwidth Overage Fee will be applied to your account for immediate payment.

#### **REFUNDS**

Renovo does not offer refunds for Dedicated Servers under any circumstance. Any credits for Service are handled on a case-by-case basis at the Management's discretion pursuant to Renovo's SLA found here <https://www.renovodata.com/assets/pdf/legal/RenovoRHSSLA.pdf>



## CUSTOMER CANCELLATION POLICY

### ***Requesting an Account Cancellation.***

A cancellation of an account by a Customer will only be accepted if it is done by the following method:

- Cancellation requests shall be sent in writing, either via Email to: [customerservice@renovodata.com](mailto:customerservice@renovodata.com), or via postmail to the office address listed at: [www.renovodata.com/contact](http://www.renovodata.com/contact).
- All account cancellations must be received in the above manner in accordance with the Specific Terms and Conditions for the Service being terminated.

***Results of a Cancellation.*** When a cancellation request is made, customer has until the agreed upon termination date to save files/data. After cancellation date, Renovo will immediately remove all configuration information as well as all contents of the account on the date of the next renewal of the account. Customer may request immediate cancellation if so desired, but services fees and cancellation fees may apply. Upon termination, Renovo will remove all files. This may include unread e-mail left on the server.

## OTHER

***Out-of-Date Records.*** Periodically it may become necessary for Renovo to contact its Customers. If the information provided to us is not current, it may lead to you failing to receive invoices and other notices. All Customers are solely responsible for keeping Customer and billing information current at all times. Renovo is not responsible for actions that are taken as a result of a Customer's failure to respond to Renovo's notices, including termination or suspension of accounts due to non-receipt or non-delivery of invoices.

***Taxes.*** All Service Fees are exclusive of any and all federal, state, and local sales, use, excise, duty and any other taxes assessed with respect to the Services. Customer is responsible and liable for, and shall pay, any and all taxes (including VAT, if applicable) required to be paid by Customer and arising out of its receipt of the Services or its use of the Applications (other than taxes on Renovo's income). Customer's income taxes and any sales or similar taxes on the sale of the Customer products and services to end-users shall be the sole responsibility of the Customer.

***Payment Service Providers.*** Customers may be required to, or may, provide their credit card or bank account details to Renovo and the Payment Service Provider(s) retained by Renovo (the "PSP").

Customers may be required to register with the PSP, agree to terms of service of the PSP and go through a vetting process at the request of the PSP to set up their account with the PSP. By accepting these T&C, you agree that you have downloaded or printed, and reviewed and agreed to the PSP Agreement. Please note that Renovo is not a party to the PSP Agreement and that you, the PSP and any other parties listed in the PSP Agreement are the parties to the PSP Agreement. Renovo has no obligations or liability to any Customer under a PSP Agreement.



Renovo reserves the right, in its sole discretion (but not the obligation), to (i) place on hold any Customer payment, or (ii) refund, provide credits or arrange for the PSP to do so.

Renovo, at its sole discretion, may make promotional offers with different features and different rates to any of our Customers. These promotional offers, unless made directly to you, shall have no bearing whatsoever on your offer or contract. Renovo may change the fees for our Services and/or Applications, as we deem appropriate. We encourage all of our Customers to check back at our website periodically if you are interested about how we charge for the Services or Applications.