

Billing Terms and Conditions

I. General Billing

1. Seamlink determined general rules that guide de billing policy concerning its products and services. All customers must comply with the following:
 - All accounts are set up on a prepay basis. Unless determined otherwise any product or service will be setup with usage limitation upon subscription and will maintain usage limitation until payment as been confirmed.
 - On subscription Seamlink will create an account for each client. Product and services are delivered to the client in a model of Pay as You Go. On customers initiative he will pay credit to the account with values as defined in the Payments Value Table.
 - Any payment made by the customer will be considered as payment in advance of all Seamlink's products, its modules and services recurrent and non-recurrent fees according to contractual agreement and no refunds will be given.
 - Payment must be confirmed within 7 days upon subscription. Accounts for which payment has not been confirmed within that period Seamlink reserves the right to cancel the account
 - For International clients the available payment methods are credit card payment or wire transfer. Seamlink will not accept international checks.
 - All recurrent fees are automatically generated and charged in the customer account. All non-recurrent fees will be charged on-demand by the client in its customer account.
 - Invoices and payment receipts are generated on a monthly basis.
 - Fees are based on availability of products and services, not usage.
 - Customers are responsible for keeping all credit card information current. All changes must be communicated to Seamlink including changes to credit card type and expiration date, as well as a current e-mail address.
 - Invoice and payment receipts are made available to customers upon request.

II. Billing Process

2. Seamlink's products, modules and services fees are paid by the customer through the account created for the customer on subscription of one product or service. Seamlink's customers are free to pay credits to their account at any time. Doing so will be considered as payment in advance for products, modules and services fees. For example, customer can pay credits to its account for a year of Seamlink's products, modules and services fees.
3. Subscription and activation of Seamlink's products, its modules or services determines the beginning of the recurrent fee cycle. Seamlink activates or maintain active its products, modules or services to the customer as long as fees are successfully charged in the customer account.
4. Any fee, recurrent and non-recurrent, debited in the customer account for the usage of Seamlink's product, its modules or services cannot be divided or generate any negative balance in the Customer Account.

5. All recurrent fees of products or services successfully debited in the Customer Account grants the right of its usage by the customer for the period that concerns the fee. Each customer is committed to the remaining term of the fee period. Customers are not required to use products, its modules or services during the period.
6. Customers are free to close accounts at any time without any termination charges or fees. In event of cancellation, Seamlink will not pro-rate any return for unused balance of the Customer Account. For example, if a customer has an account with positive balance and decides to close it before usage, no refund will be issued, whether in full or pro-rated.
7. By using Seamlink products, its modules and services, each customer understands and agrees to this Billing Process and understands that while no refund will be issued, customers are always free to keep accounts open for access for as long balance is positive.

III. Billing Disputes

8. As a current or prior customer of Seamlink, each customer agrees to provide Seamlink 30 days to attempt settlement of any billing dispute before disputing with any third party, credit card company or bank. Seamlink must be the first option in billing disputes. Should Seamlink receive a chargeback or other reversed charge from a third party, credit card company or bank on the customer's behalf before Seamlink has been given a chance to resolve the issue, Seamlink has the right to collect on the rendered services and any fees associated with those disputes. Seamlink charges a €50.00 Chargeback Fee per chargeback should a credit card company be used as a first resort in a billing dispute.
9. Not all billing disputes may be settled to a customer's satisfaction. Once Seamlink has been given first right to settle a billing dispute, a customer may then use any third party, credit card company or bank in an attempt to settle the dispute. However, Seamlink still retains the right to collect on any rendered services or fees that are due. Should Seamlink be unable to reverse any disputed amounts with a third party, credit-card company, or bank, Seamlink will submit the full delinquent amount to a third party collection service.

IV. Payment Methods

10. Seamlink accepts payments via credit card, PayPal, wire transfer and authorized bank debit, and occasionally check. Payment by check is on a per customer basis and must be agreed to by Seamlink. Checks must be paid in Euros, issued from a bank within the European Union and should always be crossed and endorsed to Seamlink -Seamless Enterprise Link, Lda. Seamlink currently accepts American Express, MasterCard, and Visa credit cards.

V. Lack of Payment

11. Credits to the Customer Account are paid by the Customer on his initiative. Fees are debited successfully on the Customer Account for as long as (1) there is a positive balance in the Customer account and (2) if the balance is of the same amount or superior as the fee value.

12. Products, modules or services will be made available to the customer on activation. Activation moment may be different for each product, module or service. Customers will be informed of product, module or service activation moment and procedure.
13. Lack of payment may not hinder a product, module or service activation. If activated a product, module or service will be maintained available to the customer for 7 days during which Customer must pay to credit to the Customer Account in order to cover products, modules or service fees. Unsuccessful fee debit in Customer Account due to lack of balance will determine the product, module or service suspension.
14. Suspension of a product, module or service renders it inaccessible to the Customer and data will be unavailable. Suspension will be maintained for 30 days or until sufficient credits are paid to Customer Account for the debit of the product, module or service fee.
15. Subscriptions of products, modules or services suspended for more than 30 days will be disabled. Disabling of the subscription will make the product, module or service and associated data unavailable. All reactivation of the disabled subscription will be accessed a late fee.

VI. Fees

16. **Late Fee:** Seamlink charges a €15.00 late fee for reactivation of disabled products, modules or services
17. **Chargebacks:** If a customer initiates a chargeback, either by mistake or fraudulently, Seamlink will assess a €50.00 processing fee for each individual chargeback. Once a chargeback has been received, Seamlink will immediately suspend the account until the matter is resolved. If a chargeback against Seamlink is performed by a customer to avoid payment (fraudulent chargeback), we will assess the €50.00 fee and add it to the account total.
18. **Returned Checks:** Seamlink charges a €50.00 processing fee on all returned checks.

VII. Refunds

19. Refunds are only given on set-up fees and must fall within the scope of each customer's contract. Seamlink will not issue any refunds outside the explicit terms of the agreement, whether in full or pro-rated. In other words, if a customer signs up and receives a 30 day money back guarantee, no refund will be given if cancellation takes place after the 30 days. All refunds will be made by company check within 30 days of receipt of cancellation.

VIII. Cancellations

20. Due to security concerns (such as fraudulent cancellations), all account cancellations must be done through a Seamlink representative. E-mail, fax, or other media requests will not constitute acceptance of any cancellation. Only phone conversations with a Seamlink representative will create a cancellation request. Each customer will receive an email confirmation upon the cancellation of the account. 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.
21. Cancellation will be automatic when a product is disabled for more than 30 days.

22. Regarding cancellation:

- In the case of website hosting, if the customer transfers the website to another host or no longer uses the service, it is important to understand Seamlink has no way of knowing this and it will not constitute account cancellation. Seamlink must be explicitly informed of every cancellation request.
- Cancellation of an account closes that account and any information of the customer will be eliminated from Seambox's servers and storage systems.
- Any account balance past due or delinquent must be settled before closing of an account is possible. All cancelled accounts with an outstanding balance are automatically turned over to a third party collection service.

For any questions or concerns about our Billing Policy, please contact Seamlink