



# eCom Customised Solutions Payment Terms & Conditions

## 1. General & Definitions

1. eCom Scotland Limited is a company founded in 1999, registered in Scotland at 18b Dickson Street, Dunfermline KY12 7SL, Fife, Scotland, and its subsidiary eCom USA Learning Solutions LLC, registered in 134 E. Clayton St, Athens, Georgia 3060, United States of America. Shall Be Referred To In This Agreement As “eCom”, “our”, “us” or “we”.
2. Our services and the eNet Application shall be referred to in this agreement as “The eNet Service”, the “service” or the “eNet website”.
3. When we use “you” it means you individually as the authorised signatory, and if you are representing an organisation, it also includes the organisation that you represent.
4. These terms are supplementary to eCom Standard terms and conditions of sale <http://www.ecomscotland.com/termsandconditions.pdf> and apply as you are purchasing a customised version of eCom products.

## 2. Billing Specific

1. All charges payable by you for Services shall be in accordance with the scale of charges and rates published from time to time by us on our web site, and shall be due and payable in advance of the provision of such Services.
2. All prices provided via your eCom representative or on our website and in all correspondence, unless specifically stated otherwise, are given without VAT or other taxes that might apply.
3. You agree that if you are based in the UK or EU unless you are able to provide proof of your exemption from the requirement to pay tax and/or supply a valid EU VAT number, you will be charged VAT at the current UK rate. If you are US based company, you will be billed via eCom USL Learning Solutions and any relevant US tax will be applied. It is the customer’s responsibility to supply the above tax information at the time of service purchase or when they become exempt from paying.
4. No VAT already paid for services will be refunded following any proof of exemption from VAT or an EU VAT number that has been supplied after the invoice payment date.
5. We may change the prices we charge for any of our Services at any given time. Should pricing change for a Service, we will honour the old price for any period that you have already paid for.
6. By applying for and using our Services you agree that you will ensure that a valid payment method is available for use at all times, and that you are able to pay for the Service on relevant due dates.

7. Unless specifically stated elsewhere, all services will be purchased on annual (365 day) contractual cycle. A contractual cycle comprises the time point between the initial payment and sign up date to our services (as denoted above) and the date whereby another invoice will be due for payment to continue using the Service.
8. Any invoices for renewal of Services will be sent to you via email, and will be due for payment 14 days hence prior to the service due date. Initial invoices, and invoices for Services that do not renew, are due for payment immediately, and will be sent to you via email, either prior to payment or directly after payment has been processed.
9. We will not send bills, invoices, statements or any other form of correspondence via regular mail. All invoices are accessible through your billing control panel and are emailed to you automatically when they are generated.
10. No cash refunds or credits will be offered for amendments to annual and paid billing cycles. Any requests to change your contractual billing cycle should be sent to us in writing from the primary account holder in advance of your next contractual/billing renewal. We reserve the right to refuse to amend your billing cycle if you request that it should be changed. We will always inform you of our reasons for this refusal at the time.
11. All Services are billed on a pre-pay contractual cycle. You agree that you will therefore be charged automatically at the end of every contractual cycle for the next cycle which will automatically renew for the same term; unless confirmation of service cancellation or amendment has been received by us prior to automatic renewal, as per the Terms in subsection 2.0 and 3.0.
12. We may use your name, email, phone number and IP address to perform fraud checks with FraudRecord (<https://www.fraudrecord.com/>) to view your previous history with other service companies. Orders are assessed based on IP address reputation, email address risk rating, the device the order was placed on, and whether an anonymising proxy has been used for signup. We reserve the right to refuse service based on the above information.
13. Where we find that your billing is in error, we will correct it back to the original date where the error occurred – regardless of whether this will involve an increased charge or a credit to your account. You agree that you will abide by these amendments.

### **3. Overdue Payments Specific**

1. If an invoice is overdue, a warning of suspension notice will be sent to you via email on the 1st and 7th day after the due date. This email will be sent to the Primary Account Email Address on your Billing Account.
2. If an invoice remains unpaid for 14 days after the due date, then the account will be suspended, and the functionality of your Services will be impaired. This suspension will be removed upon payment in full of any outstanding invoices. Clients are advised to contact us immediately following payment to ensure the prompt reactivation of their service.
3. If, after a further 30 days, the amount is still outstanding, we will consider that you have breached

our Terms. We will consider that you have served the initial 90 day cancellation period from the date of your outstanding invoice, as per 3.8 below, and you will be then billed for a further 60 days as per our cancellation terms. We will remove your data from any relevant platforms as per our cancellation terms. If you require your service to resume after this period, you are bound by 3.10, below. We will not be liable for any loss, recovery and reinstallation of stored data and services.

4. We reserve the right to vary these time frames if we are able to contact you, or if you contact us regarding payment of the outstanding amounts.
5. You agree that we are not responsible for any loss of business or data should your Service be suspended or deleted for non-payment of invoices.
6. Failure to pay overdue invoices may lead to the debt being referred to a debt reclamation agency to reclaim the outstanding fees if we are unable to process payment with you.

#### **4. Cancellation Specific**

1. To cancel all or part of your Service, we require written confirmation via email from the Primary Account Contact or a letter from the account address, requesting that all or part of the Service be cancelled. Any Service that you do not specifically request for cancellation will continue and auto renew until we receive an official request from you in this manner.
2. All Web service cancellation requests will be actioned from the date of receipt of written confirmation of cancellation, with that service terminating/cancelling at the end of your current contractual billing cycle (monthly, quarterly, annual or biannual).
3. We will endeavour to cancel any invoices that have already been generated for Services that would no longer be due for payment following your cancellation request, as long as these invoices are not due for payment according to the Terms above.
4. Please note no cash refund or credit of paid invoices will be given for service/s cancellation as the service will terminate at the end of your current contractual billing cycle, with the service provided to you by us until this date.
5. Cancellation requests should only be made when you are ready to terminate your account as all data and services will terminate at the end of your contractual cycle, as per sub clauses 3.8, 3.9 and 3.10 below. eCom accepts no liability for the recovery, security and/or reinstallation of this data following termination of services.
6. All outstanding invoices on the account must be paid before a cancellation request is actioned. Failure to pay these invoices before a cancellation may lead to the debt being referred to a debt reclamation agency to reclaim the outstanding fees if we are unable to process payment with you.
7. If your service is suspended or cancelled, we will retain your data on the server (or another server on the same platform) for 30 days after the suspension or cancellation date, whichever is appropriate. After this initial 30-day period, the data will be removed.
8. If the data has not been removed and you need your service restored, you will have to pay any

outstanding invoices on the account before we will reactivate your service.

9. We operate our own disaster recovery policies that mean we may have a copy of your data within our own data backup systems for up to 60 days after the data has been removed (for a total of 90 days from the date of the original suspension or cancellation). We do not guarantee that your data will be retained and we do not guarantee that we may be able to restore this data should it be required.
10. If we are able to restore the data it will be charged at an hourly rate for the period of time it takes to restore the service, at £120 + VAT per hour. This is in addition to any invoices that you will need to pay to reactivate your service, as per clause 3.9 above.
11. If you have an account that has previously been suspended for non-payment, we may levy a charge to re-open this account, or to open a separate account to the one that was previously cancelled. This is in addition to any possible data restoration charges, as per clause 3.10 above.

## **5. Service Upgrade Specific**

1. Any Upgrade request for your services must be submitted to us in via an email from the Primary Account Contact.
2. You agree that there may be a period of downtime or a migration of your Services involved in an Upgrade. Although we will inform you to the best of our ability of any potential disruption prior to the event, you agree that this does not in any way affect the indemnity or liability Terms.
3. Any overdue invoices for services must be paid before an upgrade request will be actioned. Failure to pay these invoices will result in a delay to your upgrade and possible disruption to service.
4. An invoice will be generated on the day of your upgrade and the billing will be calculated on a pro-rata basis from that day. Your contractual billing cycle will remain the same.
5. Payment for your upgraded services is required immediately following the upgrade. We reserve the right to reverse or refuse an upgrade if payment for the upgrade is not processed.

## **6. Service Downgrade Specific**

1. Any Downgrade request for your Services must be submitted to us in writing via an email from the Primary Account Contact.
2. You agree that there may be a period of downtime or a migration of your Services involved in a Downgrade. Although we will inform you to the best of our ability of any potential disruption prior to the event, you agree that this does not in any way affect the indemnity or liability Terms.
3. All downgrade requests required 90-day notice terms. All downgrade requests will therefore be actioned 90 days from the date of written confirmation of the downgrade.
4. Any overdue invoices for services must be paid before a downgrade request will be actioned. Failure to pay these invoices will result in a delay to your downgrade and possible disruption to service.

5. A downgrade credit will be generated on the day of your downgrade and the billing will be calculated on a pro-rata basis from that day. Your contractual billing cycle will remain the same.
6. We will endeavour to cancel any invoices that have already been generated for Services that would no longer be due for payment following your downgrade request, as long as these invoices are not due for payment according to the Terms above.
7. We will not offer a cash refund for any downgrade of annual paid services, and you will not expect a cash refund, for any downgraded Services or parts thereof, regardless of the downgrade date; rather a credit will be applied to your account for future use.

## **7. Other information**

1. Further information on why these terms apply can be provided via your contact as eCom, or by emailing [accounts@ecomscotland.com](mailto:accounts@ecomscotland.com)
2. By registering for the service you are acknowledging you have read and understood and agree to be bound by this agreement. If you do not agree to the terms and conditions set forth, then you should not access or use the Service.